1647

SUPREME COURT OF THE UNITED STATES.

No. 226.

THE CITY OF NEW ORLEANS, PLAINTIFF IN ERROR,

vs.

MYRA CLARK GAINES.

IN ERROR TO THE CIRCUIT COURT UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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Circuit Court of the United States, fifth circuit and eastern district of Louisiana.

Transcript.—Case of

MYRA C. GAINES
vs.
CITY NEW ORLEANS et als. } No. 2,738.

Petition, filed April 3d, 1857.

To the honorable the Circuit Court of the United States for the fifth circuit and eastern district of Louisiana.

The petition of Myra Clark Gaines, a citizen of the State of New York, residing in the city of New York, in said State, respectfully shows:

That the city of New Orleans, a municipal corporation chartered by the legislature of the State of Louisiana, located and domiciled in the parish of Orleans, in said eastern district, is justly indebted to petitioner in the sum of two thousand three hundred and sixty-three dollars, with interest thereon from the 17th of February, 1851, till paid, at the rate of six per cent. per annum, for this, to wit:

That your petitioner is holder and owner of a certain final judgment rendered in her favor, and against the late Municipality No. One, for the said sum of two thousand three hundred and sixty-three dollars, on the 17th of February, 1851, by the second district court of New Orleans, in the suit of "Municipality" No. One, praying for the opening of Ursuline and St. Phippe streets, No. 915 on the docket of said court, being the amount allowed her and assessed as damages for expropriating, for the use of the said streets, certain property of which she was then the admitted owner, as will appear by reference to a duly certified transcript of the said judgment herewith filed, and made part of this petition, marked A.

That the said judgment remains unappealed, unreversed, and unsatisfied, never having been paid to her, or to her lawful agent or attorney. That under the provisions of law authorizing the proceedings to open said streets, she is entitled to interest at the rate of six per cent. per annum upon the amount of the said judgment from the date thereof.

She further shows, that the said city of New Orleans has duly and legally succeeded to the rights and assumed the obligations of the said Municipality No. One, by which defendant has become liable to pay her the amount of the interest and judgment aforesaid.

That she has tendered to the said city of New Orleans, and now, and at all times, tenders a good and sufficient act of transfer and release to the said city of such portions of the said property as have been expropriated for the use of the said streets, and she will

execute said act whenever defendant will pay the amount herein claimed.

She avers amicable demand and refusal to pay.

Wherefore she prays that the said city of New Orleans, through its proper officers, be cited to appear and answer this petition and the annexed interrogatories on facts and articles, and after due proceedings, condemned to pay petitioner the said sum of two thousand three hundred and sixty-three dollars, with six per cent. per annum interest thereon, from the 17th day of February, 1851, till paid, and costs of suit, and for general relief, &c.

(Signed) SMILEY & PERIN,
For Pl'ff.

Interrogatories.

Interrogatories on facts and articles to be answered under oath within the usual delay.

Int. 1st. Is or is not the said transcript A a true copy of the report and judgment in said suit No. 915, and a correct statement of the amount allowed petitioner in said suit? If nay, you will please annex to your answer a full and complete transcript of the whole record in the said suit.

Int. 2d. Has or has not the said city of New Orleans become liable to pay the amounts assessed against the said Municipality No. One, in said suit No. 915?

(Signed) SMILEY & PERIN,
For Pl'ff.

Int. 3d. Was or was not due application made to the proper officers of the defendant for the payment of said amounts prior to the institution of this suit, to wit, when the same was due and payable?

Order.

Let the def't answer the annexed interrogatories on facts and articles within ten days from the service hereof, under oath and in writing.

(Signed) THEO. McCALEB,
U. S. Judge.

Exhibit A, annexed to Petition.

State of Louisiana—Second District Court of New Orleans.

Municipality No. 1, praying for the opening of Ursulines and St. Philippe streets.

No. 915.

Extract from the Tableau, filed 21st October, 1848.

Appraisement of the property necessary for the opening of Ursulines and St. Philippe streets.

No.	Names of owners.	Value of the lot.	Value of improvements.	Total value.	Damage done to the lot of improvements.	Increase in value occasioned by the opening of the street.	Amount of damages to be paid by the Municipality.	Increase in value to be paid by the Municip'ty.
	Ursulines street							
	Square No. 25.							
	M'me Gaines...	2,800	.....	2,800	935	280	655	
	Square No. 26.							
	M'me Gaines...	2,500	.....	2,500	360	250	110	
	Square No. 28.							
	M'me Gaines...	1,320	.....	1,320	440	132	308	
	Square No. 32.							
	M'me Gaines...	3,300	.....	3,300	600	330	270	
	Square No. 35.							
	M'me Gaines...	2,200	300	2,500	1,000	220	780	
	St. Philippe str.							
	Square No. 29.							
	M'me Gaines...	2,500	.....	2,500	550	250	250	
	Square No. 21.							
	M'me Gaines...	2,500	.....	2,500	240	250	.....	10

Exhibit (A) annexed to Bill.

Municipality No. One, for the opening and widening Ursulines and St. Phillip str'ts.

On motion of Robert Preaux, of counsel for the Municipality No. One, and on showing to this court that the commissioners appointed in this case to make the assessment prayed for have given public notice that their report and tableau were deposited in the office of the clerk of this court by English and French advertisements, pub-

execute said act whenever defendant will pay the amount herein claimed.

She avers amicable demand and refusal to pay.

Wherefore she prays that the said city of New Orleans, through its proper officers, be cited to appear and answer this petition and the annexed interrogatories on facts and articles, and after due proceedings, condemned to pay petitioner the said sum of two thousand three hundred and sixty-three dollars, with six per cent. per annum interest thereon, from the 17th day of February, 1851, till paid, and costs of suit, and for general relief, &c.

(Signed) SMILEY & PERIN,
For Pl'ff.

Interrogatories.

Interrogatories on facts and articles to be answered under oath within the usual delay.

Int. 1st. Is or is not the said transcript A a true copy of the report and judgment in said suit No. 915, and a correct statement of the amount allowed petitioner in said suit? If nay, you will please annex to your answer a full and complete transcript of the whole record in the said suit.

Int. 2d. Has or has not the said city of New Orleans become liable to pay the amounts assessed against the said Municipality No. One, in said suit No. 915?

(Signed) SMILEY & PERIN,
For Pl'ff.

Int. 3d. Was or was not due application made to the proper officers of the defendant for the payment of said amounts prior to the institution of this suit, to wit, when the same was due and payable?

Order.

Let the def't answer the annexed interrogatories on facts and articles within ten days from the service hereof, under oath and in writing.

(Signed) THEO. McCALEB,
U. S. Judge.

Exhibit A, annexed to Petition.

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No.	Names of owners.	Value of the lot.	Value of improvements.	Total value.	Damage done to the lot of improvements.	Increase in value occasioned by the opening of the street.	Amount of damages to be paid by the Municipality.	Increase in value to be paid by the Municipality.
	Ursulines street							
	Square No. 25.							
	M'me Gaines...	2,800	.....	2,800	935	280	655	
	Square No. 26.							
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	M'me Gaines...	1,320	.....	1,320	440	132	308	
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	Square No. 29.							
	M'me Gaines...	2,500	.....	2,500	550	250	250	
	Square No. 21.							
	M'me Gaines...	2,500	.....	2,500	240	250	.....	10

Exhibit (A) annexed to Bill.

Municipality No. One, for the opening and widening Ursulines and St. Phillip str'ts.

On motion of Robert Preaux, of counsel for the Municipality No. One, and on showing to this court that the commissioners appointed in this case to make the assessment prayed for have given public notice that their report and tableau were deposited in the office of the clerk of this court by English and French advertisements, pub-

lished in two newspapers, to wit, in the Louisiana Courier on the 25th of November last, 4th and 9th December last, and in the New Orleans Bee on the 26th of November last, and the 4th and 9th December last; that on the 30th January instant, the day designated in said advertisements for the presentation of the report and tableau, the said commissioners did present to this honorable court their said report and tableau, and their amended report and tableau made by them, together with 2 plans, all of which were filed on that day, as the same appears by the minutes of this court; that to-day more than ten days have elapsed since the said original and amended reports and tableau were presented to this court, and some oppositions have been filed: It is ordered, adjudged, and decreed that the said original and amended reports and tableau of the said commissioners be approved and homologated, so far as not opposed.

Judgment rendered February 17th, 1851.

Judgment signed February 27th, 1851.

(Signed) J. N. LEA, *Judge.*

Square No. 24, erased the name of Mrs. Gaines, having been substituted by those of L. B. Rey and Chapal Thomas in the amended report of the commissioners, filed 30th January, 1851.

A true copy.

P. S. WILTZ, *Clerk.* [SEAL.]

Clerk's office, March 23d, 1857.

Minutes November term, A. D. 1856.

New Orleans, Friday, 17th April, 1857. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

MYRA CLARK GAINES vs. CITY OF NEW ORLEANS. } 2,738.

On motion of F. Perin, esq., of counsel for pl'ff, and on showing that process of citation has been duly served on the def't herein, and that no plea or answer has been made to pl'ff's petition within the legal delay, it ordered that a judgment by default be entered against said def't, the city of New Orleans.

Same day.

MYRA CLARK GAINES vs. CITY OF NEW ORLEANS.

On motion of F. Perin, of counsel for pl'ff, and on showing to the court that certain interrogatories upon facts and articles were propounded to the defendant, and that the same have not been answered within the legal delay, it is ordered that the same be taken as confessed.

Minutes November term, A. D. 1856.

New Orleans, Saturday, 18th April, 1857. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

MYRA CLARK GAINES
vs.
CITY OF NEW ORLEANS. } 2,738.

On motion of Jno. Livingston, of counsel for defendants, it is ordered that the defendant herein entered be set aside, and that he be allowed to file an answer.

Answer, filed 18*th April,* 1857.

CIRCUIT COURT UNITED STATES.

MRS. MYRA C. GAINES
vs.
THE CITY OF NEW ORLEANS. } No. 2,738.

Respondent, the city of New Orleans, now comes into court, and for answer denies all and singular the allegations in plaintiff's petition contained, except so far as *in* hereinafter admitted.

Respondent admits that, in the suit of Municipality No. One, praying for the opening of Ursuline and St. Philip streets, No. 915 of the docket of the second district court of New Orleans, the commissioners of estimate and assessments assessed the damages of the property described in plaintiff's petition at the sum claimed; but your respondent denies that, under and by virtue of the laws of Louisiana for the opening of streets and public places in the parish of Orleans, the commissioners of estimate and assessment have the right or power to determine and decide who are and who are not the owners of the land expropriated; but your respondent avers that the duty of the commissioners is confined to an estimate of the damage sustained or benefit received; that said commissioners cannot pass upon questions of title to real estate, or decide any legal questions whatever; that the mere fact that said commissioners from common report, or from the assessment rolls of the city or State, or from the representations of individuals, assess the damages or benefits of the property expropriated to A or to B, is not and cannot be considered as a judgment in favor of A or against B for the damages or benefits; that their report, where approved by a competent court, is only conclusive and final as to the damages or benefits assessed; and that questions of title, of ownership, of right, of interests, and of conflicting claims and claimants, can only be determined by a competent court; and your respondent denies that any court has ever decided that plaintiff was ever or is the owner, or has any interest in and to the property described in her petition, or to the amount of the damages assessed.

Your respondent denies that the approval of the report of the commissioners in the case No. 915, of the docket of the second

district court, had any other effect than to fix the amount of damages and benefits.

Respondent for further answer avers, that suit was instituted in the second district court of New Orleans, No. 9,966 of the docket of said court, by Edward H. Durell against respondent, to recover from respondent the amount assessed as damages for the expropriation of the identical property described in plaintiff's petition, being the amount assessed in the suit of Municipality No. One, No. 915 of the docket of the second district court; that said Durell in said suit claimed to be the owner of the property expropriated; that your respondent, hearing that the plaintiff, Mrs. Myra C. Gaines, pretended to have some claim to the amount assessed as damages for the property expropriated, caused said Mrs. Myra C. Gaines to be cited to appear and establish her pretended claim, or right or title, or interest, if any she had, to the property expropriated, or to the damages assessed contradictorily with said Durell, to suit No. 9,966 above referred to; that personal service of citation and petition was served upon Mrs. Myra C. Gaines; that after the legal delay, judgment by default was entered against said Mrs. Myra C. Gaines; and that afterwards, upon the trial of said case, said plaintiff, Mrs. Myra C. Gaines, refused to appear and assert her pretended claim; that said Durell upon the trial last aforesaid produced due and legal evidence, to wit, authentic of acts of sale and transfer to him, said Durell, of the aforesaid described property expropriated, and that upon the evidence there produced, judgment was rendered in favor of said Durell, and against your respondent, for the identical sum claimed in this suit for damages assessed for the same property expropriated and claimed in the present suit, all of which will more fully and clearly appear by the annexed certified copy of the record in the suit of Durell vs. Respondent, No. 9,966 of the docket of the second district court.

Your respondent now avers, that said judgment so rendered in favor of said Durell against your respondent is valid against respondent, and that respondent must be protected by said judgment, and said judgment is pleaded as res judicata to this suit.

Respondent specially denies that plaintiff tendered, at any time, a good and sufficient transfer and release of the portions of the property described in plaintiff's petition. Respondent further denies that said plaintiff had or ever has had any right, title, interest, or claim, in and to the property described in plaintiff's petition, or that said plaintiff ever submitted for examination to respondent the titles or titles, if any she had, (which is denied) to the property described in her petition.

Respondent admits, that an amicable demand for the amount claimed was made before suit brought.

Wherefore respondent prays that said suit be dismissed at plaintiff's costs; and, as in duty bound, &c.

(Signed) J. LIVINGSTON, *for Respondent.*

Transcript from State Court in the case of Edward Henry Durell vs. City of New Orleans, referred to in the foregoing answer.

Petition filed 12th March, 1856.

To the Honorable the Second District Court of New Orleans:

The petition of Edward Henry Durell, a resident of this city of New Orleans, respectfully sets forth:

That the city of New Orleans is justly indebted unto your petitioner in the sum of fifteen thousand dollars, for this, to wit, that in the matter of Municipality No. One, praying for the opening and widening of Ursuline and Saint Phillips streets, being number 915 of the records of this honorable court, the said municipality and said city, the successor in law to all the rights and obligations of said municipality, did by decree of this honorable court take possession and ownership, for the purposes prayed for, of large portions of certain squares of ground known and numbered upon a plan of the faubourg St. John, in the city of New Orleans, made by B. Lafon, and deposited in the office of Caire, notary, as square eleven, bounded by Bellechasse, Live Oak, Sixth and Seventh streets; square twenty, bounded by Bellechasse, Live Oak, Fifth and Sixth streets; square twenty-one, bounded by Bellechasse, Live Oak, Fourth and Fifth streets; square twenty-two, bounded by Live Oak, St. John, Fourth and Fifth streets; square twenty-eight, bounded by Live Oak, St. John and Fourth streets, and property lately belonging to Le Blanc; square twenty-nine, bounded by Bellechasse, Live Oak, Third and Fourth streets; square thirty-four, bounded by St. John, Washington, and First and Second streets; and square thirty-five, bounded by First, St. John, Washington and 1st streets.

That said squares of ground above enumerated were the property of your petitioner at the date of the decree made as aforesaid in the matter aforesaid, and still are the property of your petitioner; and that the land being portions of the above described squares appropriated by said city, and said municipality, in accordance with the decree made as aforesaid, belonged to and was the property of your petitioner at the time the same was re-appropriated.

And further for this, to wit, that in the matter of the city of New Orleans, praying for the opening of Esplanade street, being No. 7,083 of record in this hon. court, said city did, by decree of this honorable court, take possession and ownership, for the purposes prayed for, of large portions of certain squares of ground, known and numbered upon the plan aforesaid of the faubourg aforesaid as square three, bounded by Broad, St. John, and D'Orgenois streets, and a street whose name is unknown to your petitioner; square eight, bounded by Saint John, Washington, Broad and Seventh streets; square thirteen, bounded by St. John, Washington, Sixth and Seventh streets; square fourteen, bounded by Washington, Lepage, Sixth and Seventh streets; square seventeen, bounded by

Washington, Lepage, Fifth and Sixth streets; square twenty-four, bounded by Washington, Lepage, Fourth and Fifth streets; square twenty-six, bounded by Washington, Third and Fourth streets, and a piece of property marked No. 32 on said plan; square and piece of property marked No. 32 on said plan; and square nine, bounded by St. John, Live Oak, Broad and Seventh streets.

That said squares of ground last above enumerated were the property of your petitioner at the date of the decree made as aforesaid, in the matter aforesaid, and still are the property of your petitioner; and that the land, being portions of the last above described squares appropriated by said city in accordance with the decree made as aforesaid and in the matter aforesaid, belonged to and was the property of your petitioner at the time was appropriated.

That by decrees of this hon. court, in the matter of Municipality Number One, praying for the opening and widening of Ursulines and St. Philippi streets, and in the matter of the city of New Orleans for the opening of Esplanade street, your petitioner is owner of the property aforesaid, appropriated as aforesaid, is entitled to demand and receive from the city of New Orleans the aforesaid sum of fifteen thousand dollars; and that said city is indebted to your petitioner in said sum.

Wherefore your petitioner prays that said city of New Orleans be cited to answer hereto; and that, after due proceedings had, judgment be rendered in favor of your petitioner and against said city for said sum of fifteen thousand dollars and costs of suit, and for all further general and equitable relief.

(Signed) D. S. BRYON, *Att'y for Pl'ff.*

Answer of Defendant, filed March 25th, 1856.

Second District Court.—Honorable P. H. Morgan, judge.

E. H. DURELL
vs.
CITY OF NEW ORLEANS.

Respondent, the city of New Orleans, now comes into court, and, for answer, denies all and singular the allegations in plaintiff's petition contained, and prays the same dismissed with costs; and, as in duty bound, &c.

(Signed) J. LIVINGSTON, *City Att'y.*

Testimony and Note of Evidence, filed 10th April, 1856.

Second District Court.—Thursday, April 10th, 1856.

Present, the Hon. P. M. Morgan, judge.

E. H. DURELL
vs.
CITY OF NEW ORLEANS. } No. 9,966.

Testimony and Note of the Evidence.

On behalf of plaintiff is offered document marked (A), now filed;

also document marked (B), now filed; also document marked (C), now filed; also document marked (D), now filed; also document marked (E), now filed; also document marked (F), in the succession of John Devenport, now filed; also plan of the property, now filed and marked (G); also the proceedings in the matter of the city of New Orleans, praying for the opening of Esplanade street, before this court, No. 7,083; also the proceedings in the matter of Municipality No. One, praying for the opening of Ursulines street and St. Philippi street, No. 915 of the docket of this court; also all the papers and plans connected with the above two suits.

Document (A), filed 10th April, 1856.

Sale by the Sheriff of the Parish of Orleans to Edward Henry Durell, of Landed Property.

Whereas T. James Peter Freret, sheriff of the parish of Orleans, by virtue of a writ of fieri facias to me directed by the honorable the sixth judicial district court, parish of East Baton Rouge *Rouge*, at the suit of heirs of Fletcher vs. Executors of Cavalier, senior, and alias Eleonor McNiff, wife of Peter McNiff, who is the heir of Eleonor Beame, deceased, who was one of the heirs of Mary Clark, Ann M. Johnson, Isabella Alderson, John Alderson, Francois Kenick, Catholic bishop of Philadelphia, who are the testamentary heirs and legatees of Sarah Jane Campbell, late deceased, who was one of the heirs of Mary Clark, and Augustus F. Barnes, Algernon S. Barnes, Haward C. Barnes, and Henry C. Barnes, who are the heirs of Mrs. Caroline Barnes, deceased, who was one of the heirs of said Myra Clark ——— fi. fa. against the heirs of Mary Clark, in favor of P. B. Boisfontaine, No. 1,446 of the docket of said court. And after having fulfilled and complied with all the provisions legal requisites, did seize all and singular the right, title, and interests of the defendants in and to the following described property, situated in the suburb St. John, in the city of New Orleans, as said property is designated, bounded, and mentioned on the map of said suburb, made by B. Lafon, and deposited in the office of P. Pedesclaux, late notary public, now in the office of H. P. Caine, notary public, in the year 1809: lots Nos. one, six, and twenty-one, in square No. three; lots Nos. three and seven, in square No. seven; lot No. six, in square No. eleven; lot No. one, in square No. fourteen; lots Nos. seven, eleven, and twelve, in square No. seventeen; the entire square No. twenty; lot No. six, in square No. twenty-one; lots Nos. six and seven, in square No. twenty-three; lot No. one, in square No. twenty-six, Chebustine; square No. thirty-five; and one undivided half part of lot No. five, in square No. seven:

Also one undivided twelfth part of squares No. thirteen, nineteen, twenty-five, twenty-seven, twenty-eight, twenty-nine, thirty-one, and thirty-two:

Also one undivided twelfth part of the following lots, to wit: of lots Nos. one, two, four and nine, in square No. seven; of lot No. one in square No. eight; of lots Nos. two, three, four, five, six, seven, eight, nine, ten, eleven and twelve, in square No. fourteen; of lot No. five, in square No. sixteen; of lots Nos. one, two, three, four, five, six, eight, nine and ten, in square No. seventeen; of lots Nos. one, eight, nine and ten, in square No. eighteen; of lots Nos. one, two, three, four, five, seven, eight, nine and ten, in square No. twenty-one; of lots Nos. three, four and five, in square No. twenty-three; of lots Nos. three, four, five, six, seven, eight, nine, ten, eleven and twelve, in square No. twenty-six; of lots Nos. three, four, five, seven, eight, nine, ten and eleven, in square No. thirty; of lots Nos. five and eight, in square No. thirty-three; and of lots Nos. one, ten, eleven, twelve, thirteen and fourteen, in square No. thirty-four:

And after having given due and legal notice to the said defendants, through James Currie, attorney in fact of said defendants, of the said seizure, in the manner pointed out by law, I advertised the herein above described property for sale, after the expiration of the legal delay from the time of said notice, to wit, on the twenty-second day of March, 1852, by advertisements composed in English and French, announcing the sale to take place in the rotunda of the City Exchange, on the twenty-third day of April, 1852, at 12 o'clock m. Said advertisements were inserted and published in French and English, in one paper in the city of New Orleans, to wit, in the New Orleans Bee, from the said twenty-second day of March, 1852, to the day of sale, being full thirty days from the date of the first notice given in said newspaper; said advertisements were inserted and published in French and English in said newspaper, on the twenty-second day of March, and on the second, thirteenth, and twenty-third days of April, eighteen hundred and fifty-two:

And having further complied with and performed all the additional previous legal requisites, and after the said herein above described property having been duly appraised, did expose the same at public sale, according to law, in the rotundo of the City Exchange, St. Louis street, between Chartres and Royal streets, at 12 o'clock m., on the twenty-third day of April, 1852, having first announced, in a loud and audible voice, the terms and conditions hereinafter expressed and specified, and also having read, verbatim, in a loud and audiable voice, the certificate of the recorder of *mortages* for the parish and city, bearing even date with this adjudication, and which certificate certifies that in the records in his office there is no other *mortage* standing in the name of the succession of Mary Clark, and recorded against the property herein above described, than the general one, B M 6, F. 621 and 622, recorded on the 27th March, 1851, in that office, resulting from the following

judgment, viz: the one rendered by the third district court, parish of east Baton Rouge, on the 7th July, 1834, and signed on the 15th July, 1834, by which it is ordered, adjudged, and decreed that judgment be rendered in favor of the defendants, the executors of Cavalier, jr., and against the heirs of Mary Clark, (who was the heir of Dan'l Clark,) warrantors of said Cavalier, sr., for the sum of one thousand eight hundred dollars, $1,800, being the one half of the sum of $3,600 decreed to the plaintiffs for rent and profits.

It is further ordered, adjudged, and decreed that judgment be entered in favor of the said executors, and against the said heirs and warrantors, for the sum of eighteen thousand seven hundred and fifty dollars, $18,750—being the three-fourths of the price paid by the said A. Cavalier, senior, to said Daniel Clark and his representatives, together with the increased value of the land recovered of the defendants by the plaintiffs.

And it is further ordered, adjudged, and decreed that judgment be rendered in favor of Pierre Baron Boisfontaine, and against the heirs of Mary Clark, (who was the heir of Daniel Clark,) for the sum of twenty thousand five hundred and fifty dollars, $20,550—the amount of this judgment in favor of A. Cavalier, sr., and John Davenport, and against the said P. B. Boisfontaine.

And it is further ordered, adjudged, and decreed by the court, that the defendants be permitted to gather the crop now growing on the land recovered by the plaintiffs, or that the plaintiffs pay to *to* defendants the further sum of four thousand dollars, $4,000, at or before the time they take possession of the premises.

And it is further ordered, adjudged, and decreed that the defendants pay all the costs of this suit to the plaintiffs, and that the aforesaid heirs and warrantors reimburse the same to the defendants, (which judgment bears No. 1,446, and is entitled "Heirs of Fletcher and Executors of Cavalier, sr., and alias.")

When Edward Henry Durrell being the highest and last bidder, the said before described property was adjudicated to the said Edward Henry Durrell for the total price and sum of three thousand seven hundred and fifty-four dollars, as follows, to wit:

Square No. 3,	lots Nos. 1, 6, and 21	$180
" 7,	" 3 and 7	95
" 11,	" 6	176
" 14,	" 1	60
" 17,	" 7, 11, and 12	105
" 20,	entire square	755
" 21,	lot No. 6	175
" 23,	" 6 and 7	95
" 26,	" 1	70
" 35,	entire square	1,100
" 7,	½ of lot No. 5	20
" 13,	½th square	40

Square No. 19,	$\frac{1}{12}$th	square	$75
" 25,	"		25
" 27,	"		75
" 28,	"		45
" 29,	"		75
" 31,	"		40
" 32,	"		50
" 7,	lots Nos.	1, 2, 4, and 9	30
" 8,	$\frac{1}{2}$ lot No.	1	20
" 14,	"	2 to 12 me're	75
" 16,	"	5	8
" 17,	"	1 to 10, exc'pt 7	75
" 18,	"	1, 8, 9, and 10	30
" 21,	"	1 to 10, exc'pt 6	60
" 23,	"	3, 4, and 5	20
" 26,	"	2 to 12	75
" 30,	"	3 to 11, exc'pt 6	45
" 33,	"	5 and 8	15
" 34,	"	1, 10, 12, 13 and 14, and 11	35
" 7,	$\frac{1}{2}$ of lot No.	5	5
" 34,	"	2	5
		Total amount of sale	$3,754

Payable cash, which amount the purchaser retained in his hands on account of his judgment, he being the assignee in this case:

And according to the certificate of the register of conveyances for New Orleans bearing even date with this adjudication, and which certificate was read verbatim, and in a loud and audible voice, at the time and place of sale, from the records in his office, it does not appear that the succession of Mary Clark has alienated the property herein above described since the 1st of Apr., 1827, date of the creation of that office:

Now, therefore, know all men by these presents, that I, the said sheriff, in consideration of the premises, and by virtue of the laws of the State of Louisiana in such case made and provided, do sell and transfer the said before described property to the said Edward Henry Durrell, and all the right and title which the said defendants had in or to the said before described property, to have and to hold the same to the said Edward Henry Durrell, his heirs and assigns, forever.

In witness whereof I have hereunto signed my name at New Orleans, in the State of Louisiana, this twenty-third day of April, in the year one thousand eight hundred and fifty-two, and the seventy-sixth year of the independence of the United States.

Also one undivided twelfth part of one-half of lot No. 5 in square No. seven, and of lot No. two in square No. thirty-four. This reference approved.

(Signed) JAMES P. FRERET,
Sheriff of Parish of Orleans.

Signed in presence of—
N. TREPAGNIER,
E. WEYSHAM.

I, register of conveyances, certify that the foregoing deed of sale has been this day recorded in my office in book 57, fo. 616.
New Orleans, May 21st, 1852.
(Signed) F. B. UNIQT, *D'y R'r.*

State of Louisiana—6th Judicial District Court.

PARISH OF EAST BATON ROUGE,
Clerk's Office.

I certify that the foregoing deed of sale has been recorded in my office in book of Sheriff Sales, fols. 81, 82, 83, 84, and 85, this 19th day of July, A. D. 1852.
(Signed) M. MORENO, *Clerk.*

Document B, filed 10th April, 1856.

STATE OF LOUISIANA,
Parish of Orleans.

Before me, John Claiborne, a notary public, duly commission and sworn in and for the parish of Orleans, State of Louisiana, and in presence of witnesses hereinafter named and subscribed, personally came and appeared Messieurs Zenon Maxent, Louis Felix Maxent, Madame Celestine Maxent, widow of the late Antonie Dolhonde, and Etieme Dauphin Courmes, representing his deceased mother, Heline Antionette Maxent, by her marriage with Fortune Courmes, also deceased, and John C. Maxent, all residents of the city of New Orleans, of the first part, and Edward Henry Durrell, esquire, also resident of the city of New Orleans, of the second part, who declared that whereas Celestin Maxent, the ancestor of the said parties of the first part, late of the parish of East Baton Rouge, in this State, did, on or about the sixth day of March, one thousand eight hundred and eleven, by act passed before John Lynd, then a notary public in this city, purchase and acquire from Dan'l Clark, late of this city, deceased, a certain tract of land lying and being in the parish of East Baton Rouge aforesaid, being the undivided one-half of a tract which the said Daniel Clark had acquired previously from Catharine Hepp, the widow of James Fletcher; the other undivided half of which tract of land was, on the said sixth day of March, 1811, conveyed by the said Daniel Clark to Peire Baron

Boisfontaine, late of this city, deceased, by act before said notary: and whereas the said Celestine Maxent did, during the life of the said Daniel Clark, his vendor, fail to discharge the purchase price of said undivided half tract of land, which he had covenanted and bound himself to pay, having paid but one of the instalments into which the said purchase price was divided; and whereas the said Daniel Clark, before his death, in the year one thousand eight hundred and thirteen, did make and execute a last will and testament, wherein he did constitute Richard Relf and Beverley Chew his executors; and whereas Antonie Cavelier, late of the city of New Orleans, the father of Marie Chereze Henriette Cavelier, the wife of said Celestin Maxent, did enter into a transaction or compromise, wherein it was agreed that the said executors should, under legal process, seize the said property, so sold by the said Daniel Clark to the said Celestin Maxent, to secure the payment of the instalments of the purchase price still due, and should cause the same to be sold in the manner prescribed by law, and that at said sale the said A. Cavelier should become the purchaser of the same at and for the sum which should be found still due on the purchase so made by Celestin Maxent by said act before John Lynd, notary; whereupon, such proceedings were had upon such transactions that the said undivided half of said tract of land was seized upon the petition of said executors, and was, after all legal formalities, sold and adjudicated to the said Antonie Cavelier, by act passed before the said John Lynd, notary, on or about the first day of August, in the year one thousand eight hundred and fifteen; and whereas the said Antonie Cavalier departed this life in the year one thousand eight hundred and twenty-six, leaving a last will and testament, which was duly admitted to probate and registration in the said parish of East Baton Rouge, by which he devised and bequeathed unto his said daughter, Marie Chereze Henriette Cavelier, wife as aforesaid of Celestin Maxent, and ancestress of the said appearing Louis Felix Maxent, Celestine Maxent, widow of, as aforesaid, of Antonie Dolhonde, Zenon Maxent, John Maxent, and Forester Maxent, George Maxent, Henrietta Maxent, Emma Maxent, Clara Maxent, and Marie Maxent, minor children of J. B. Celestin Maxent, the son of the said Marie Chereze Henriette Maxent, and Henriette Maxent and Rosa Maxent, minor children of J. B. Forester Maxent, also son of the said Marie Chereze Henriette Maxent, and Etieme Dauphin Courmes, representing his mother, Helene Antoinette Maxent, the daughter of the said Marie Chereze Henriette Cavelier, by her marriage with the said Celestin Maxent, all and singular the property so acquired by the said Celestin Maxent from the said Daniel Clark, by the said act before John Lynd, notary public, on the 6th of March, 1811, and subsequently purchased, as above set forth, by the said Antonie Cavelier, as appears from the said act before the said John Lynd, on or about the 1st August, 1815:

And whereas certain persons, heirs of James Fletcher, and children of the said James Fletcher and the said Catharine Hepp, his wife, the vendor to the said Daniel Clark of the premises so acquired by Celestin Maxent, did bring their action in the district court of the parish of East Baton Rouge aforesaid, against the executors of the said Antonie Cavalier and against Antonie Cavalier, jr., and John Davenport, who had before that time become owners of the remaining undivided half of the said tract of land conveyed, as above set forth, by the said Daniel Clark to Pierre B. Bosfontaine, on the sixth day of March, 1811, and purchased from the said Pierre Baron Boisfontaine by the said Antonie Cavelier, jr., and John Davenport, by their petition, in which suit the said heirs of James Fletcher claimed to be entitled to three fourth parts of the entire tract of land sold by their mother, Catharine Hepp, to Daniel Clark, and by him afterwards so sold and conveyed in undivided moieties to the said Celestin Maxent and Pierre Baron Boisfontaine, respectively; which claim was, after hearing by the said court, sustained, and its judgment thereof made of record in the following words and figures:

That judgment be rendered in favor of the plaintiffs and against the defendants for the sum of three thousand six hundred dollars, being the fruits and revenues of the property recovered from the defendants, from the 27th day of July, A. D. 1827, to the present date, inclusive; that judgment be rendered in favor of the defendants, the executors of A. Cavelier, sr., and A. Cavelier, jr., and John Davenport, for the sum of twenty-two thousand five hundred dollars, the value of the improvements made on the property by the defendants, and that plaintiffs be ordered to pay this sum, deducting the aforesaid sum of three thousand six hundred dollars, say eighteen thousand nine hundred dollars, to the defendants, within sixty days from this date; and in default thereof, that the defendants be permitted to issue execution against the plaintiffs, and seize and sell the lands recovered by the plaintiffs to satisfy the same, and that no writ of possession issue until the said sum is fully paid; and in pursuance of the said verdict, it is further ordered, adjudged, and decreed, that judgment be rendered in favor of the defendants, the executors of A. Cavelier, sr., and against the heirs of Mary Clark, (who was the heir of Daniel Clark) warrantors of the said Antonie Cavelier, sr., for the sum of one thousand eight hundred dollars, being one half of the aforesaid sum of three thousand six hundred dollars decreed to plaintiffs for rents and profits.

It is further ordered, adjudged, and decreed, that judgment be rendered in favor of the said executors and against the said heirs and warrantors, for the sum of eighteen thousand seven hundred and fifty dollars, being the three-fourths of the price paid by the said A. Cavelier, sr., to said Daniel Clark and his representatives,

together with the increased value of the land recovered of the defendants by the plaintiffs.

And in pursuance of the said verdict, it is further adjudged and decreed, that judgment be rendered in favor of the defendants, A. Cavelier, jr., and John Davenport, and against their warrantors, Pierre Baron Boisfontain, for the sum of one thousand eight hundred dollars, being the one half of the aforesaid sum of three thousand six hundred dollars decreed to plaintiffs for rents and profits.

That judgment be rendered in favor of A. Cavelier, jr., and J. Davenport, and against said Pierre Baron Boisfontaine, for the further sum of eighteen thousand seven hundred and fifty dollars, being three-fourths of the price of the land paid by said A. Cavelier, jun'r, and John Davenport to the said Pierre Baron Boisfontaine, together with the increased value of the land recovered of the defendants by the plaintiffs. And in pursuance of the said verdict, it is further ordered, adjudged, and decreed, that judgment be rendered in favor of the said Pierre Baron Boisfontaine, and against the heirs of Mary Clark, (who was the heir of Daniel Clark) for the sum of twenty thousand five hundred and fifty dollars, the amount of this judgment in favor of A. Cavelier, junior, and John Davenport, against the said Pierre Baron Boisfontaine.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed by the court, that the defendants be permitted to gather the crop now growing on the lands recovered by the plaintiffs, or that plaintiffs pay to defendants the further sum of four thousand dollars, at or before the time they take possession of the premises.

And it is further ordered, adjudged, and decreed, that the defendants pay all the costs of this suit to the plaintiffs, and that the aforesaid heirs and warrantors reimburse the same to the defendants. Which judgment was, in accordance with the law, signed on or about the 15th day of July, 1834, and was, upon appeal to the supreme court of the State of Louisiana, affirmed by the same.

And whereas, on or about the eleventh day of February, in the year one thousand eight hundred and thirty-six, a writ of fieri facias was issued by the sheriff of the parish of East Baton Rouge upon the above recited judgment rendered in favor of the said executors of Antonie Cavelier, sr., A. Cavelier, jr., and John Davenport, against the heirs of Fletcher; by virtue of which writ the land recovered by the said heirs from the said parties was seized and sold on the 22d day of March in said year, adjudicated by the said sheriff to the said John Davenport for the sum of sixteen thousand dollars, which adjudication was for the joint account and use of the aforesaid representatives of Antonie Cavelier, sr., Antonie Cavelier, jr., and John Davenport, each for their respective proportions, to wit: the undivided half to the representatives of the said A.

Cavelier, sr., as herein above named, and the other undivided half to the said A. Cavelier, jr., and John Davenport, in equal proportions:

And whereas sundry writs of fieri facias were issued against the heirs of Daniel Clark upon the aforesaid judgment of said district court for the parish of East Baton Rouge, rendered against them in warranty in favor of the executors of Antonie Cavelier, sr., and the executors of the said Pierre Baron Boisfontaine, which writs were returned by the said sheriff not executed until about the first of August, of the year one thousand eight hundred and forty, when a writ of pluries fieri facias was issued to the sheriff of the parish of Orleans upon the aforesaid judgment in favor of the executors of A. Cavelier, sr., against the heirs of the said Daniel Clark, warrantors, upon which writ the sheriff of the said parish of Orleans did, on the second day of January, one thousand eight hundred and forty-one, make the following return, to wit:

"Return.—Received Sept. 29th, 1840; and after making a demand of Mrs. Caroline Barnes and Dr. John Barnes, her husband, Beverley Chew, curator ad hoc to the heirs of Daniel Clark, Mrs. Eleanor F. Barnes and her heirs, and Mrs. Jane Green and John Green, her husband, Sarah Campbell, and C. Roselius and S. Barton, their attorneys, I seized, and, after due notice of seizure having been served on the above named parties, I advertised for sale, and after all the other formalities required by law, and after the legal appraisements, I sold, on the 12th of November, 1840, a square of ground A, being No. 5, measuring 87 feet on the side fronting the place Bretowne, 263 feet on the Gentilly road, 274 feet on Broad street, and 238 feet on Washington street, with the dwelling-house thereon, situated in the suburb St. John, according to a plan drawn by B. Lafon, United States deputy surveyor, dated January 1st, eighteen hundred and nine, and annexed to an act of deposit before Pierre Pedesclaux, now L. T. Caire, notary public, dated June 9th, eighteen hundred and nine, to Louis Janin for sixteen hundred and sixty-seven dollars, $1,667 00. And also another square of ground B, (also in suburb St. John, and designated on the aforesaid plan by No. 11,) containing nine lots, Nos. 1, 2, 3, 4, 5, 6, 8, 9 and 10, in square No. 11, bounded by Sixth, Seventh, Live Oak, and Rocheblave streets; Nos. 1, 2, and 3 measuring sixty feet front on Bellechasse street, by 120 feet in depth; lots Nos. 4 and 6 having sixty feet front on Sixth street by 120 feet in depth; and lots Nos. 8, 9 and 10 having each 60 feet front on Live Oak street, by 120 feet in depth, and lot No. 5 having 60 feet in front on Seventh street, by 180 feet in depth, to Barthelemy Rey and Victoire Lecesne, f. p. c., for $675 00; making the amount of sale $2,342, which, after deducting the costs, I paid the balance to the plaintiff's attorney, L. Janin, esq., and executed

together with the increased value of the land recovered of the defendants by the plaintiffs.

And in pursuance of the said verdict, it is further adjudged and decreed, that judgment be rendered in favor of the defendants, A. Cavelier, jr., and John Davenport, and against their warrantors, Pierre Baron Boisfontain, for the sum of one thousand eight hundred dollars, being the one half of the aforesaid sum of three thousand six hundred dollars decreed to plaintiffs for rents and profits.

That judgment be rendered in favor of A. Cavelier, jr., and J. Davenport, and against said Pierre Baron Boisfontaine, for the further sum of eighteen thousand seven hundred and fifty dollars, being three-fourths of the price of the land paid by said A. Cavelier, jun'r, and John Davenport to the said Pierre Baron Boisfontaine, together with the increased value of the land recovered of the defendants by the plaintiffs. And in pursuance of the said verdict, it is further ordered, adjudged, and decreed, that judgment be rendered in favor of the said Pierre Baron Boisfontaine, and against the heirs of Mary Clark, (who was the heir of Daniel Clark) for the sum of twenty thousand five hundred and fifty dollars, the amount of this judgment in favor of A. Cavelier, junior, and John Davenport, against the said Pierre Baron Boisfontaine.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed by the court, that the defendants be permitted to gather the crop now growing on the lands recovered by the plaintiffs, or that plaintiffs pay to defendants the further sum of four thousand dollars, at or before the time they take possession of the premises.

And it is further ordered, adjudged, and decreed, that the defendants pay all the costs of this suit to the plaintiffs, and that the aforesaid heirs and warrantors reimburse the same to the defendants. Which judgment was, in accordance with the law, signed on or about the 15th day of July, 1834, and was, upon appeal to the supreme court of the State of Louisiana, affirmed by the same.

And whereas, on or about the eleventh day of February, in the year one thousand eight hundred and thirty-six, a writ of fieri facias was issued by the sheriff of the parish of East Baton Rouge upon the above recited judgment rendered in favor of the said executors of Antonie Cavelier, sr., A. Cavelier, jr., and John Davenport, against the heirs of Fletcher; by virtue of which writ the land recovered by the said heirs from the said parties was seized and sold on the 22d day of March in said year, adjudicated by the said sheriff to the said John Davenport for the sum of sixteen thousand dollars, which adjudication was for the joint account and use of the aforesaid representatives of Antonie Cavelier, sr., Antonie Cavelier, jr., and John Davenport, each for their respective proportions, to wit: the undivided half to the representatives of the said A.

Cavelier, sr., as herein above named, and the other undivided half to the said A. Cavelier, jr., and John Davenport, in equal proportions:

And whereas sundry writs of fieri facias were issued against the heirs of Daniel Clark upon the aforesaid judgment of said district court for the parish of East Baton Rouge, rendered against them in warranty in favor of the executors of Antonie Cavelier, sr., and the executors of the said Pierre Baron Boisfontaine, which writs were returned by the said sheriff not executed until about the first of August, of the year one thousand eight hundred and forty, when a writ of pluries fieri facias was issued to the sheriff of the parish of Orleans upon the aforesaid judgment in favor of the executors of A. Cavelier, sr., against the heirs of the said Daniel Clark, warrantors, upon which writ the sheriff of the said parish of Orleans did, on the second day of January, one thousand eight hundred and forty-one, make the following return, to wit:

"Return.—Received Sept. 29th, 1840; and after making a demand of Mrs. Caroline Barnes and Dr. John Barnes, her husband, Beverley Chew, curator ad hoc to the heirs of Daniel Clark, Mrs. Eleanor F. Barnes and her heirs, and Mrs. Jane Green and John Green, her husband, Sarah Campbell, and C. Roselius and S. Barton, their attorneys, I seized, and, after due notice of seizure having been served on the above named parties, I advertised for sale, and after all the other formalities required by law, and after the legal appraisements, I sold, on the 12th of November, 1840, a square of ground A, being No. 5, measuring 87 feet on the side fronting the place Bretowne, 263 feet on the Gentilly road, 274 feet on Broad street, and 238 feet on Washington street, with the dwelling-house thereon, situated in the suburb St. John, according to a plan drawn by B. Lafon, United States deputy surveyor, dated January 1st, eighteen hundred and nine, and annexed to an act of deposit before Pierre Pedesclaux, now L. T. Caire, notary public, dated June 9th, eighteen hundred and nine, to Louis Janin for sixteen hundred and sixty-seven dollars, $1,667 00. And also another square of ground B, (also in suburb St. John, and designated on the aforesaid plan by No. 11,) containing nine lots, Nos. 1, 2, 3, 4, 5, 6, 8, 9 and 10, in square No. 11, bounded by Sixth, Seventh, Live Oak, and Rocheblave streets; Nos. 1, 2, and 3 measuring sixty feet front on Bellechasse street, by 120 feet in depth; lots Nos. 4 and 6 having sixty feet front on Sixth street by 120 feet in depth; and lots Nos. 8, 9 and 10 having each 60 feet front on Live Oak street, by 120 feet in depth, and lot No. 5 having 60 feet in front on Seventh street, by 180 feet in depth, to Barthelemy Rey and Victoire Lecesne, f. p. c., for $675 00; making the amount of sale $2,342, which, after deducting the costs, I paid the balance to the plaintiff's attorney, L. Janin, esq., and executed

this writ in all things as the law directs. (Signed) W. E. Murphey, dep'y sheriff. Returned 2d Jan'y, 1841."

And whereas, on the ninth day of February, one thousand eight hundred and forty-one, the said Antonie Cavelier, junior, John Davenport, and the heirs of the said Marie Therese, Henriette Cavelier, wife as aforesaid of Celestin Maxent, entered into an agreement as per act passed before Achille Chiapella, notary public in this city, in the words and figures following:

STATE OF LOUISIANA,
City of New Orleans.

Be it known that, this day, before me, Achille Chiapella, a notary public in and for this city and parish of Orleans, duly commissioned and sworn, personally came and appeared Zenon Maxent, of this city, who produced unto me, notary, a certain document written in the French language, purporting to be an act of compromise or agreement, and required me, notary, to record the same in my current register. In compliance therewith, I have transcribed the same, which is in the words and figures following, to wit:

Entre les soussignés John Davenport, Antonie Cavelier, junior, B'te Celestin Maxent, jr., B'te Forester Maxent, Louis Felix Maxent, Zenon Maxent, Marie Thereze Celestine Maxent, veuve de Antonie Dolhonde and Etieme Dauphin Courmes, fils de feue Heline Antoinette Maxent, et de Fortune Courmes, et reprisente par Louis Felix Maxent, son tuteur, les deux premiers agessant en leur propre nous, les autres comme les heritiers de feue leur mere Thereze Henriette Cavelier veuve de Celestin Maxent.

Il est convener ainsi qú il suit; attendu que la cour de Troisieme district, pour laparoisse d'est Baton Rouge, a vendu un judgment le quinze Juillet, 1834, depuis confirme par la cour supréme dans leproces de heritiers, Fletcher vs. Cavelier and autres, par lequil le dit John Davenport, Antonie Cavelier, jr., et les reprisentans le d' Antonie Cavelier, sr., ont recouvré mu certaine somme coutre le heritiers de feu Daniel Clark et Mary Clark, et le meme coutre les heritiers de Pierre Baron Boisfontain, qui a leur tour ont obtenee. Le meme judgment contre la succession de Daniel Clark.

Attendu que les parties comparantes devivent faire payer si c'est possible la total ite de leurs dits deux judgment par la succession de Daniel Clark, et ce pour minager la famille du dit feu P. B. Boisfontain, sans cependant prendre aucun engagement formel avec ladite famille et sans deróger a leurs droits contre elle.

Attendu qué il sera maintenant necessaire de saisir et faire vendu de proprietes, des heritiers de Daniel Clark, in execution du dit judgment, et que les dits heritiers pretendent que ce judgment ést pas valide pour different defunts de forme, Jont il resultera que

le acquireurs des dites proprietes pourraient si refuser de payer on appeler les comparants en garantie, ce qui ferait naitre des proces nombreux et compliqués.

Attendu que pour ces causes les comparants pensent qu'il serait de leur intêrêt de si vendre eux mêmes adjudicataires des dites proprietes, sauy a n'en disposer que lors qué ils seront assurés que le ventes nepourront plus donner lieu a aucum difficulté.

Mais attendu que la plupurt des comparants a cause des tutelles dont ils sont chargis et pour plusieurs autres causes, ne desirent pas acheter eux, mêmes.

Mr. Zenon Maxent, se charge de se vendre adjudicataire de toutes celles des dites proprietes qu'il croirait convenable d'Achetor, il en sera seul proprietaire et en disposera comme tel, et en cas de revente leprix en sera distribue entre les dits John Davenport, A. Cavelier, et tous le heritiers de ladite veuve Maxent, unproportion de leurs interet dans les dits judgments. Tous les comparants tant en leur nom qu'aux noms de ceux qu'ils representent, garantissent Mr. Zenon Maxent, contre toutes les consiquences des dits achats et revente, et contre les frais; et en un mot en achats et reventes seront liquidis par un compte qui sera dressi de la même maniere que ils avaient ite faite pour le compte commun dans la proportion de chaque partie dans le judgment dont il est question ci dessus.

Nouvelle Orleans, le 19 Fevrier, 1841.

(Signed) A. CAVELIER,
L. J. MAXENT,
JOHN DAVENPORT,
CELESTIN MAXENT,
J. B. F. MAXENT,
CELESTINE DOLHONDE,
Pour le mineur E. D. Courmes.
L. F. MAXENT, tuteur.
Z. MAXENT.

And therefore I, notary, returned the said document to the said Zenon Maxent, who hereby acknowledges the receipt thereof.

Done and recorded at New Orleans, this 19th day of December, 1850, in the presence of Selim Magner and Edward Gottschalk, competent witnesses, who signed these presents with the said appearer and me, notary.

(Signed) Z. MAXENT.
S. MAGNER.
E. GOTTSCHALK.
A. CHIAPELLA,
Not. Pub.

And whereas, on or about the first day of April, 1843, a pluries fieri facias was issued in the above recited suit of the heirs of Fletcher against the executors of A. Cavelier, sr. and als., directed to the sheriff of Orleans, as follows, to wit:

The State of Louisiana to the sheriff of the Parish of Orleans, greeting:

We command you, as we have commanded you before, that you demand from Beverly Chew, curator ad hoc to represent the heirs of Daniel Clark in this case, to wit, Eleanor O. Keams, or her heir Jane Green, and George Green her husband, Sarah Campbell, and Caroline Barnes, and John Barnes her husband, warrantors of A. Cavelier, sr., the sum of one thousand eight hundred dollars, being the one-half of the sum of $3,600 decreed to plaintiffs, rents and profits; and also the sum of 18,750 dollars, being the three-fourths of the price paid by A. Cavelier, sr. to Daniel Clark, and his representatives; and also the sum of nine dollars eighty-seven and a half cents costs, which the executors of A. Cavelier, sr. lately recovered by judgment of the 3d district court, holden in and for said parish; and if they shall not pay the same in three days after demand, that then you cause the same to be made out of the personal estate of the said Eleanor Keams or her heirs, Jane Green, and George Green her husband, Sarah Campbell, and Caroline Barnes, and John Barnes her husband, warrantors of A. Cavelier, sr., except slaves in your parish; but if sufficient personal estate of said heirs and warrantors, exclusive of slaves, cannot be found in your parish, that then you cause said sum to be made of the real estate and slaves of said heirs and warrantors in your parish, whereof they were owners on the 7th day of July, 1834, past, in whose hands soever the same may have come; and that you have these moneys before our said court, to render to the said executors of A. Cavelier, sr. for the judgment aforesaid, on the third Monday of May next, together with this writ.

Witness the honorable Isaac Johnson, judge of said court, the 1st day of April, in the year of our Lord one thousand eight hundred and fifty-three.

(Signed) A. WINTHROP, [L. S.]
Clerk.

Endorsed:

1,446.—Third district court, East Baton Rouge.—Heirs of Fletcher vs. Cavelier, sr., and als., alias plu. fi. fa.

Judgment	$1,800 00
Do	18,750 00
Clerk	9 87½

This writ to be credited with the sum of eight thousand dollars, made on the twenty-second day of March, 1836; and two thousand three hundred and fifty-two dollars, made on the 12th day of November, eighteen hundred and forty.

Received 7th of April, eighteen hundred and forty-three; and having fulfilled all the requisites, formalities, and all the legal notices having been issued on Beverly Chew, curator ad hoc of

Mrs. Jane Green, widow of George Green, of Caroline Barnes and her husband, Dr. John Barnes, of Sarah Campbell, and on C. Roselius and S. Barton, esquires, the attorneys of said persons, and on Richard Relf, esquire, I seized and advertised—

1st. The undivided eleven-twelfths of lots Nos. 3, 4, 5, 6. 7, 8, 9, 10 and 11, in square No. 14, comprised between Wasington, Lepage, Sixth, and Seventh streets; lots Nos. 3, 4 and 5, having 60 feet front on Washington street, by 120 feet in depth—lot No. 5 forms the corner of Washington and Sixth streets; lot No. 6 having 60 feet front on Seventh street, by 150 feet in depth; and lots Nos. 8, 9, 10 and 11, having 60 feet front on Lepage street, by 120 feet in depth—lot No. 8 forming the corner of Lepage and Seventh streets.

2d. The undivided eleven-twelfths of square No. 19, comprised between St. John, Live Oak, Fifth, and Sixth streets, and measuring 300 feet front on St. John street and Live Oak street, and 334 feet on Fifth and Sixth streets.

3d. The undivided eleven-twelfths of lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, in square No. 21, bounded by Bellechasse, Live Oak, Fourth, and Fifth streets; lots Nos. 1 and 7 having each 60 feet front on Fifth street, by 120 feet in depth—No. 1 forming the corner of Bellechasse and Fifth streets, and No. 7 forming the corner of Fifth and Live Oak streets; lots Nos. 2, 3 and 4, having each 60 feet front on Bellechasse street by 120 in depth—lot No. 4 forming the corner of Fourth and Bellechasse streets; lots No. 8, 9 and 10, having each 60 feet front on Live Oak street, by 120 feet in depth—No. 10 forming the corner of Fourth and Live Oak streets; and lot No. 5 having 60 feet front on Fourth street, by 120 feet in depth.

4th. The undivided eleven-twelfths of square No. 27, bounded by St. John, Washington, Third, and Fourth streets, and measuring 300 feet front, more or less, on Washington street and St. John street, 375 feet on Third street, and 360 feet on Fourth street.

5th. The undivided eleven-twelfths of square No. 28, measuring 334 feet front on Fourth st., 260 feet more or less on Live Oak street, and about 180 feet front on St. John street, and bounded on the west by the property of Municipality No. One.

6th. And the undivided eleven-twelfths of square No. 29, bounded by Bellechasse, Live Oak, and Fourth streets, and the property of Municipality No. One, said square measuring 300 feet more or less on each side; the whole as per a plan of the faubourg St. John, drawn by B. Lafon, and annexed to an act dated 9th June, 1809, and deposited in the records of P. Pedesclaux, now L. T. Caire.

To be sold at the City Exchange, St. Louis street, between Chartres and Royal streets, in this city, on Tuesday, the 6th June, 1843, at noon; when Zenon Maxent being the highest and last bidder, the above described property was adjudicated to the said Zenon

Maxent, for the following prices, to wit: lot No. 1 described, for $603; lot No. 2 described, $667; lot No. 3 described, $608; lot No. 4 described, for $667; lot No. 5 described, $467; lot No. 6 described, $667; amounting in all to the sum of $3,674, payable cash, and which I hereby acknowledge to have received as follows: By order of the attorney, on record of the plaintiff in the above suit, the purchaser has retained in his hands the amount of the price of adjudication.

The following described property not having brought two-thirds of the amount of appraisement, I advertise the same to be sold at the City Exchange, St. Louis street, between Chartres and Royal streets, in this city, on Wednesday, the 30th August, 1843, at noon, all the rights and title and interest of the heirs of the late Daniel Clark in and to the undivided eleven-twelfths of the property hereinafter described, according to a plan of the faubourg St. John by B. Lafon, dated June 1st, 1809, and deposited in the office of P. Pedesclaux, notary, by act of June 9th, 1809, viz:

1st. In square No. 7, lots Nos. 1, 2, and 4, measuring each 60 feet front on Washington street, by 120 feet in depth; the half of lot No. 5 adjoining lot No. 4, measuring 30 feet front on Washington street, by 120 feet in depth; lot No. 9, measuring 60 feet front on Lepage street, by 180 feet in depth.

2d. In square No. 8, No. 1, measuring 100 feet on St. John, Washington, and Broad streets, by 148 feet on the remaining side.

3d. Square No. 13, measuring 303 feet on St. John street, 300 feet on Washington street, 245 feet on Sixth street, and 190 feet on Seventh street.

4th. In square No. 14, lot No. 2, measuring 60 feet front on Washington street by 120 feet in depth; and lot No. 12, measuring 60 feet front on Lepage street by 120 feet in depth, and front on Sixth street.

5th. In square No. 16, lot No. 3, measuring 60 feet front on Lepage street by 117 feet in front and depth on Fifth street, and 134 feet on the other line.

6th. In square No. 17, lots Nos. 1, 2, 3, 4, and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lot No. 6, measuring 60 feet front on Sixth street by 150 feet in depth; lots Nos. 8, 9, and 10, measuring each 60 feet front on Lepage street by 120 feet in depth.

7th. In square No. 18, lot No. 1, measuring 60 feet front on St. John street by 120 feet in depth and front on Sixth street; lots Nos. 8, 9, and 10, measuring each 60 feet front on Washington by about 140 feet in depth, more or less.

8th. In square No. 23, lots Nos. 3, 4, and 5, measuring 60 feet front on Washington street by 120 feet in depth.

9th. Square No. 24, measuring 300 feet front on Washington street, Lepage, Fourth and Fifth streets.

10th. Square No. 25, measuring 300 feet on Lepage street, 22 feet on Fourth street, 106½ feet on Fifth street, and about 308 feet on the side adjoining square No. 32.

11th. In square No. 26, lots Nos. 2, 3, 4, and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lots Nos. 6, 8, and 10, measuring each 60 feet front on Fourth street by 150 feet in depth; lot No. 12, having 46 feet front on Fourth street by 150 feet in depth, diminishing in the rear to a width of about 7 feet; lots Nos. 7 and 9, having each 60 feet front on Third street by 150 feet in depth; lot No. 11, having 27 feet in front on Third street by 150 feet in depth, opening on the rear to a width of 67 feet.

12th. In square No. 30, lots Nos. 3, 4, and 5, measuring each 60 feet front on St. John street by 120 feet in depth; lots Nos. 7, 8, 9, 10, and 11, measuring each 60 feet front on Washington street by 120 feet in depth.

13th. In square No. 31, lots Nos. 1, 2, 3, 4, and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lot No. 7, measuring 33 feet in front on Second street by 150 feet in depth, towards the rear; lots Nos. 6 and 8, measuring together 120 feet, more or less, in front on Third street by 150 feet in depth, narrowing towards the rear.

14th. Square No. 32, called the Rapewalk, an oblong parcel of ground measuring 60 feet in width at each extremity, and extending from Second to Sixth street, almost 1,400 feet in length.

15th. In square No. 33, lot No. 3, measuring 60 feet front on Washington street by 120 feet in depth, more or less; lot No. 8, measuring 70 feet front, more or less, on Second street by 180 feet in depth, diminishing in width towards the rear.

16th. In square No. 34, lot No. 1, and the half of lot No. 2, adjoining it, measuring together 90 feet front on St. John street by 120 feet in depth; and lots Nos. 10, 11, 12, 13, and 14, measuring each 60 feet front on Washington street by 120 feet in depth:

When Pierre Passebon being the highest and last bidder for the lots 1, 2, and 4, and the half of lot No. 5 and No. 9, in square No. 7, and the square No. 24, the said lots and squares were adjudicated to the said Pierre Passebon for the following prices, viz: Lots 1, 2, and 4, and the half of lot No. 5 and lot No. 9, in square No. 7, at 75 dollars each, and square No. 24, for $225; and Zenon Maxent being the highest and last bidder for the remaining lots, the said remaining lots were adjudicated to Zenon Maxent for the following prices, to wit:

Lot No. 1, in square No. 8.....	$140.
Lots Nos. 2 and 12, in square No. 14.....	85 each.
Lot No. 5, in square No. 16.....	15.
Lots Nos. 1, 2, 3, 4, and 5, in square No. 17.....	65 each.
Lots Nos. 6, 8, 9, and 10, in square No. 17.....	70 each.

Lots Nos. 1, 8, 9, and 10, in square No. 18.....	55 each.
Lots Nos. 3, 4, and 5, in square No. 21.....	65 each.
Square No. 25.....	200.
Lots Nos. 2, 3, 4, 5, 6, 8, 10, and 12, in square No. 26	65 each.
Lots Nos. 7, 9, and 11, in square 26.....	50 each.
Lots Nos. 3, 4, 5, 7, 8, 9, and 11, in square No. 30.	45 each.
Lots Nos. 1, 2, 3, 4, 5, 6, 7, and 8, in square No. 31	45 each.
Square No. 32, called Rapewalk.....	105.
Lots Nos. 5 and 8, in square No. 33.....	60 each.
Lots No. 1, and half of lot No. 2; lots Nos. 10, 11, 12, 13, and 14, in square No. 34, $50 each; making in all.....	4,535,

payable at 12 months' credit, purchaser furnishing bond with good and sufficient security, bearing interest at the rate of five per cent. per annum, and special mortgage until final payment, which I hereby acknowledge to have received as follows:

Mr. Pierre Passebon has furnished his bonds, with Mr. J. Meilleur as security, for $600, and by authorization of L. Janin, esq., attorney on the records of plaintiffs, Mr. Zenon Maxent has retained in his hands the amount due by him, $3,935, for the lots purchased at the above sale; and further acknowledge to have received the amount of the costs and charges, amounting to $590 62, in the following manner, to wit: $233 62 in ready money, and the balance, $357, which will be retained, from the bond of $600 remaining in my hands, when paid.

Returned 31st August, 1843.

(Signed) For J. AUGUSTIN, *Sheriff, P. O.*,
L. H. SERE, *Dep'y Sheriff.*

And whereas the appearers, Zenon Maxent, Louis F. Maxent, Celestine Maxent, widow as aforesaid of Antonie Dolhonde, Etieme Dauphin Courmes, representing his deceased mother, Helene Antoinette Maxent, wife of Fortune Courmes, John C. Maxent, and the succession of John B. Forester Maxent, and John B. Celestin Maxent, deceased, are entitled as representing the said Marie Thereze Henriette Maxent, in and to the judgment so rendered in favor of the executors of A. Cavelier, sr., against the heirs of Clark as warrantors, which interest they do declare, as their belief, to be the one undivided half, and therefore, as representatives as aforesaid, they are entitled to the one undivided half of the eleven-twelfths of the property so sold and adjudicated to the said Zenon Maxent, as is here above set forth, and by him now held for the common benefit of all parties interested, by virtue of the transaction here above set forth as registered by Achille Chiapella, notary public. But, inasmuch as the said Antonie Cavelier, junior, who departed this life on the seventh day of December last, did declare in his last will that he was entitled to the undivided one-third of the lands so adjudicated to the said Zenon Maxent, the said ap-

pearers further declare, that they will not, in the conveyance hereinafter to be made of the said lands, warrant the interest of themselves and the said successions to be either the one-half or any other specified proportion thereof, but must be understood as conveying whatever interest they may *be* actually and truly possess:

Now, therefore, for and in consideration of the sum of four thousand six hundred and seventy $\frac{88}{100}$ dollars in ready money to him paid, the receipt whereof is hereby acknowledged, and receipt and acquittance thereof granted, the said Zenon Maxent, as well for himself as for all others therein interested, does by these presents grant, bargain, sell, alien, convey, assign, set over and deliver, but without any kind or description of warranty whatever, unto Edward Henry Durrell, esq., a resident of the city of New Orleans, here present, accepting and purchasing for himself, for his heirs, administrators and assigns, all the right, title, claim and interest of the said vendor and his co-tenants in and to the lots, squares, and parcels of ground, &c., adjudicated to the said Zenon Maxent by the sheriff of the parish of Orleans on the sixth of June and the thirtieth of August, 1843, and fully described in the return of said sheriff to the said writ of alias pluries fieri facias, as is herein above set forth, being, as the vendor believes, the one-sixth of the half of the undivided eleven-twelfths, or the undivided eleven one hundred and forty-fourths for each of said appearers—Zenon Maxent, Louis F. Maxent, Celestine Maxent, widow of Antonie Dolhonde, and Etieme D. Courmes—in and to said lots, squares, and parcels of ground: to have and to hold the said interest in said lots, squares, and parcels of ground unto him, the said Edward H. Durrell, his heirs and assigns, forever.

And now the said appearers, Louis F. Maxent, Celestine Maxent, Widow Dolhonde, John C. Maxent, and Etieme D. Courmes, declare that they hereby ratify and confirm the conveyance herein above made by the said Zenon Maxent, and acknowledge to have received their respective proportions or shares in the said purchase price, and grant full discharge and acquittance therefor.

And the said appearers further declared that, for the consideration aforesaid, they do by these presents sell and transfer unto the said Edward H. Durrell all the right, title, and interest which they have in and to said judgment in warranty in favor of the Executors of A. Cavelier, sr., vs. The Heirs of Mary Clark, fully subrogating him to all their rights therein, and authorizing him to enforce the same against all and every person or persons liable under the same, it being well understood that this assignment and transfer is by no means to affect the Manchac plantation, which was the subject of the original suit in which judgment in warranty was rendered.

And for the more perfect security of the said purchaser, his heirs and assigns, the said appearers do moreover transfer unto him all

their rights, title, claim and interest in and to the right of warranty existing in favor of the said A. Cavelier, sr., against the heirs and representatives of Mary Clark and Daniel Clark, upon which the afore-recited judgment in warranty was obtained, fully authorizing and empowering him to enforce the same against the said heirs or their assigns, or any and all persons whomsoever upon whom the same is or may hereafter be binding, in case the said judgment herein above assigned shall or may hereafter be set aside or revoked by suit of any person or persons, by reason of any informality or irregularity, defect or error, in the execution issued under the said judgment or in the proceeding of the sheriff, by virtue thereof, or by any other causes to be alleged by the heir or heirs of Mary Clark and Daniel Clark, or either of them, or by any other person or persons whomsoever, and by which the possession or enjoyment of the property herein above conveyed may be disturbed; it being fully understood, by and between the parties hereto, that the said appearers shall not, for anything herein contained, be held responsible or liable to the said Edward H. Durrell or his heirs and assigns, by way of warranty or otherwise, either as to the validity of the judgment herein above assigned or the titles to the lands herein above conveyed—they consenting to be responsible to him or them only for such damage or injury as may be the result of their own acts.

And now to these presents came and intervened John Lawson Lewis, esquire, sheriff of the parish of Orleans, who declared, that on the fourth day of June instant, in obedience to an order of sale rendered on the twenty-sixth day of April, eighteen hundred and fifty-one, by the honorable the fourth district court of New Orleans, in the matter of the succession of J. B. F. Maxent, and also of another order of sale rendered on the twenty-fourth day of April, eighteen hundred and fifty-one, by the honorable the third judicial district court, parish of Jefferson, he did offer for sale, at the City Exchange in this city, the share or interest of J. B. F. Maxent and J. B. Celestin Maxent, being the one-sixth of the half of the undivided eleven twelfths, or the undivided eleven one hundred and forty-fourths each, in and to certain lots and squares of ground situated in the suburb St. John of this city, and praticularly described in the process verbal of such sale hereto annexed, which square and lots of ground are identical with those herein above described and set forth as having been conveyed and adjudicated to Zenon Maxent by the sheriff of the parish of Orleans on the sixth of June and thirtieth of August, 1843; and at the same time and place the said appearer did offer for sale the interest of the said J. B. F. Maxent and J. B. Celestin Maxent, respectively, equal to one-sixth each, in and to a certain judgment rendered on the fifteenth day of July, 1834, by the late third district court in and for the parish of East Baton Rouge, in the suit of the heirs of Fletcher vs.

Cavelier, and others by which judgment John Davenport, Antonie Cavelier, jr., and the legal representatives of A. Cavelier, sr., recovered a certain sum against the heirs of the late Daniel and Mary Clark, and the like sum against the heirs of Pierre Baron Boisfontaine, who had also obtained a like judgment against the heirs of Daniel Clark, all of which will fully appear by reference to the said process verbal hereto annexed; and that at said sale, P. C. Wright, for account of Edward Henry Durrell, became the purchaser of the interest of the said successions in said lands and judgment, for the price and sum of twelve hundred and thirty-eight dollars, being the sum of five hundred and thirty-five dollars for the interest of each succession in and to the said lots and squares of ground, and eighty-four dollars for the interest of each succession in said judgment.

Now, therefore, in consideration of the said sale and adjudication, and of the said purchase price which has been paid unto him in cash, and for which full discharge and acquittance is hereby granted in favor of said purchaser, the said John Lawson Lewis, sheriff as aforesaid, does by these presents grant, bargain, sell, alien, assign, set over and convey unto the said Edward Henry Durrell, here present, accepting and purchasing for himself, his heirs, administrators and assigns, all the right, title, claim, and interest, the same being the one-sixth of the undivided eleven-twelfths, or the undivided eleven one hundred and forty-fourths each, in and to the above described lots, squares, and parcels of ground, and one-sixth each in and to said judgment, in warranty for said successions of J. B. F. Maxent and J. B. Celestin Maxent, respectively, to have and to hold the same unto him, the said Edward H. Durrell, his heirs, administrators, &c., forever.

And now to these presents came and intervened Mistress Clara R. Quegles, of lawful age, widow of John B. F. Maxent, residing in this city, who declared that she does by these presents formally release, in favor of the said purchaser, the general *mortage* in her favor bearing upon the undivided interest of her said husband in and to the lots and squares of ground herein conveyed by the said sheriff, resulting from a judgment rendered in her favor by the late parish court on the fifth day December, 1845, against her said husband; and does by these presents fully authorize and empower the register of *mortages* in and for the city and parish of Orleans to erase, cancel, and annul the same from his books, so far as affecting the above described property.

By the certificate of the recorder of *mortages* in and for the city and parish of New Orleans, of date the 26th June, and hereto annexed, it appears that there exists no *mortage* standing in the name of Zenon Maxent, and recorded against any landed property in the parish of Orleans.

And by the annexed certificate of the register of conveyances for New Orleans, of date the 26th June, it appears that Zenon Maxent

has not hitherto alienated the property by him herein above conveyed.

And now to these presents came and intervened Mesdames Louise Cavelier, of full age, wife of Zenon Maxent, and Lucie Derbigny, of full age, wife of Etieme D. Courmes, who severally declared unto me, notary, that it is their wish and intention to release in favor of the said Edward Henry Durrell the property herein above described, from the matrimonial, dotal, paraphernal and other rights, and from any claims, *mortages*, and privileges to which they are or may be entitled, whether by virtue of their marriage with their said husbands or otherwise.

Whereupon, I, notary, did inform the said Mesdames Maxent and Courmes, and each of them, apart and out of the presence and hearing of their said husbands, and before receiving their signatures, that they had by law a legal *mortage* on the property of their respective husbands. First, for the restitution of their dowries, and for the reinvestment of the dotal property of either of them sold by their husband, and which she brought in marriage, whether* by succession or donation, from the day the succession was opened, or the donation perfected. Thirdly, for nuptial presents. Fourth, for debts by either of them contracted with her said husband. And fifthly, for the amount of the paraphernal property alienated by either, and received by her husband, or otherwise disposed of for his individual benefit or interest; and the said Mesdames Maxent and Courmes, and each of them, did thereupon declare unto me, notary, that they and each of them were fully aware of and acquainted with the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges thus secured to them by law on the property of their respective husbands; and that, availing themselves of the rights secured to them by the second section of an act passed by the legislature of this State authorizing wives to make valid renunciations, &c., approved on the twenty-seventh day of March, eighteen hundred and thirty-five, they and each of them did, nevertheless, persist in their and her intention of renouncing not only all the rights, claims, and privileges herein above enumerated and described, but all others of any kind or nature whatever to which they or either of them is or are or may be entitled by any laws now or heretofore in force in the State of Louisiana.

And the said Zenon Maxent and Etieme D. Courmes being now present aiding and authorizing their said respective wives in the execution of these presents, they, the said wives, and each of them, did again declare that they and each of them did, and do hereby make a formal renunciation and relinquishment of all their and each of their said matrimonial, dotal, paraphernal, and other rights and claims and privileges in favor of the said Edward H. Durrell,

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binding themselves and their heirs to sustain at all times the validity of this renunciation.

Thus done and passed in my office, in the city of New Orleans, in presence of Richard Brenan and Edward Florian Malus, competent witnesses, who hereto sign their names, together with said appearers, and me, notary, this eighth day of July, eighteen hundred and fifty-one. Original signed—

Z. MAXENT,
LOUISE MAXENT,
L. F. MAXENT,
E. D. COURMES,
LUCIE COURMES,
CELESTINE DOLHONDE,
JOHN L. LEWIS, *Sh'ff.*
JOHN C. MAXENT,
C. R. MAXENT,
EDWARD D. DURRELL,
R. BRENAN,
E. FLORIAN MALUS.
JOHN CLAIBORNE,
Not. Pub.

*Reckoning from the celebration of the marriage. Second, for the restitution and re-investment of the dotal property of either of them, acquired since marriage.

I hereby certify the foregoing to be a true copy of the original of record in my office. Witness my hand and official seal.

JOHN CLAIBORNE, [L. S.]
Not. Pub.

Endorsed:

1,446.—Of late third district court, East Baton Rouge, now sixth judicial district court for said parish.—Heirs of Fletcher vs. Executors of Cavelier, sr., and alias.

Filed August 20th, 1851.
(Signed) M. MORENO, *Clerk.*

State of Louisiana—Sixth Judicial District Court.

PARISH OF EAST BATON ROUGE,
Clerk's Office.

I certify the foregoing to be a true copy of the document on file in my office, in the suit of the heirs of Fletcher vs. The Executors of A. Cavelier, sr., and others, upon the petition of E. H. Durrell, assignee of Cavelier and Davenport, No. 1,446, of the late third judicial district court, now transferred to the sixth judicial district court for said parish East Baton Rouge.

Given under our hand and seal of our sixth judicial district court, at Baton Rouge, this 28th day of October, A. D. 1851.

(Signed) M. MORENO, *Clerk*.

Document C, filed April 10th, 1856.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that on this day, before me, Alexander Emile Bienvenu, a notary public and for this city and parish of Orleans, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mr. Octave Cavelier, of lawful age, residing in this city, who declared that, for and in consideration of the price and sum of twenty-five dollars to him paid in ready money, the receipt whereof is hereby acknowledged, and acquittance granted therefor, he does, by these presents, grant, bargain, sell, transfer, and set over unto Mr. Edward Henry Durrell, also of this city, here present, accepting and purchasing for himself, his heirs, and assigns, and acknowledging delivery and possession thereof—

1st. All his rights, titles, and interests, being the one undivided sixth part of the share, rights, or privileges, to which Mr. Antonie Cavelier, his deceased father, is entitled, by virtue of the following judgment, as well as the claim upon which the same is founded; which judgment is in the words and figures following, to wit:

Parish of East Baton Rouge—Third District Court.

HEIRS OF FLETCHER
vs. } No. 1,446.
EXECUTORS OF CAVELIER, &c.

Monday, July 7th, 1834. In this case, the verdict of the jury being, in the opinion of court, in accordance with the law and evidence, it is ordered, adjudged, and decreed by the court that judgment be rendered in favor of the plaintiffs, and against the defendants, for the sum of three thousand six hundred dollars, being the fruits and revenues of the property recovered of the defendants, from the 27th day of July, A. D. 1827, to the present date, inclusively. That judgment be rendered in favor of the defendants, the executors of A. Cavelier, senior, and A. Cavelier, junior, and John Davenport, for the sum of twenty-two thousand five hundred dollars, the value of the improvements made on the property by the defendants, and that the plaintiffs be ordered to pay this sum, deducting the aforesaid sum of three thousand six hundred dollars, say eighhteen thousand nine hundred dollars, to the defendants, within sixty days from this date; and in default thereof, that the defendants be permitted to issue execution against the plaintiffs, and seize and sell the lands recovered by the plaintiffs to satisfy the same, and that no writ of possession issue until the said sum is fully paid; and in pursuance of the said

verdict, it is further ordered, adjudged, and decreed, that judgment be rendered in favor of the defendants, the executors of A. Cavelier, sr., and against the heirs of Mary Clark, (who was the heir of Daniel Clark,) warrantors of said Cavelier, senior, for the sum of one thousand eight hundred dollars, being the one-half of the aforesaid sum of three thousand six hundred dollars decreed to the plaintiffs for rents and profits.

It is further ordered, adjudged, and decreed, that judgment be rendered in favor of the said executors, and against the said heirs and warrantors, for the sum of eighteen thousand seven hundred and fifty dollars, being the three-fourths of the price paid by the said A. Cavelier, sr., to said Daniel Clark and his representatives, together with the increased value of the land recovered of the defendants by the plaintiffs.

And in pursuance of the said verdict, it is further ordered, adjudged and decreed, that judgment be rendered in favor of the defendants, A. Cavelier, jr., and John Davenport, and against their warrantors, Pierre Baron Boisfontaine, for the sum of one thousand eight hundred dollars, being one-half of the aforesaid sum of three thousand six hundred dollars, decreed to plaintiffs for rents and profits.

That judgment be rendered in favor of the said A. Cavelier, jr., and John Davenport, and against the said Pierre Baron Boisfontaine, for the further sum of eighteen thousand seven hundred and fifty dollars, being the three-fourths of the price of the land paid by said A. Cavelier, jr., and John Davenport to the said Pierre Baron Boisfontaine, together with the increased value of the land, recovered of the defendant by the plaintiffs.

And in pursuance of the said verdict, it is ordered, adjudged and decreed, that judgment be rendered in favor of the said Pierre Baron Boisfontaine and against the heirs of Mary Clark, (who was the heir of Daniel Clark,) for the sum of twenty thousand five hundred and fifty dollars, the amount of this judgment, in favor of A. Cavelier, jr., and John Davenport, against the said Pierre Baron Boisfontaine.

And in pursuance of the said verdict, it is further ordered, adjudged and decreed by the court, that the defendants be permitted to gather the crop now growing on the land recovered by the plaintiffs, or that the plaintiffs pay to the defendants the further sum of four thousand dollars, at or before the time they take possession of the premises.

And it is further ordered, adjudged and decreed, that the defendants pay all the costs of this suit to the plaintiffs, and that the aforesaid heirs and warrantors reimburse the same to the defendants.

(Signed) CHARLES BUSHNELL,
Judge 3d District.

July 15th, 1834.

2d. All his rights, titles and interests, being the one undivided sixth parts of the share or portion coming or belonging to his deceased father, Antonie Cavelier, in and to the following described property, to wit:

First. The undivided seven-twelfths of the lots Nos. 3, 4, 5, 6, 7, 8, 9, 10 and 11, in square No. 14, comprised within Washington, Lepage, Sixth and Seventh streets; lots Nos. 3, 4 and 5 having 60 feet front on Washington street by 120 feet in depth; No. 5 forming the corner of Washington and Sixth streets; No. 6 having 60 feet front on Seventh street by 150 feet in depth; lot No. 7 having 60 feet front on Sixth street by 150 feet in depth; and lots Nos. 8, 9, 10 and 11 having 60 feet front on Lepage street by 120 feet in depth; lot No. 8 forming the corner of Lepage and Seventh streets.

Second. The undivided eleven-twelfths of square No. 19, comprised within St. John, Live Oak, Fifth and Sixth streets, and measuring 300 feet front on St. John street and Live Oak street, and 334 feet on Fifth and Sixth streets.

Third. The undivided seven-twelfths of lots Nos. 1, 2, 3, 4, 5, 7, 8, 9 and 10, in square No. 21, bounded by Bellechasse, Live Oak, Fourth and Fifth streets; lots Nos. 1 and 7, each 60 feet front on Fifth street by 120 feet in depth; lot No. 1 forming the corner of Fifth and Bellechasse streets, and No. 7 forming the corner of Fifth and Live Oak streets; lots Nos. 2, 3 and 4 having each 60 feet front on Bellechasse street by 120 feet in depth; lot No. 4 forming the corner of Fourth and Bellechasse streets; lots Nos. 8, 9 and 10 having each 60 feet front on Live Oak streets by 120 feet in depth; No. 10 forming the corner of Fourth and Live Oak streets; and lot No. 5 having 60 feet front on Fourth street by 120 feet in depth.

Fourth. The undivided eleven-twelfths of square No. 27, bounded by St. John, Washington, Third and Fourth streets, and measuring 300 feet, more or less, on Washington street and St. John street, 375 feet on Third street, and 360 feet on Fourth street.

Fifth. The undivided eleven-twelfths of square No. 28, measuring 334 feet on Fourth street, 260 feet, more or less, on Live Oak street, and about 180 feet on St. John street, and bounded on the west by property of Municipality No. One.

Sixth. And the undivided eleven-twelfths of square No. 29, bounded by Bellechasse, Live Oak and Fourth streets, and the property of Municipality No. One, said square measuring 300 feet, more or less, front on each side. The whole as per plan of the faubourg St. John drawn by B. Lafon, and annexed to an act dated the 9th June, 1809, and deposited in the records of P. Pedesclaux, late notary in this city.

Seventh. The undivided eleven-twelfths of the lots and squares of ground designated on said plan as follows, viz:

1st. The square No. 8, lot No. 1, measuring 120 feet on St. John

street, Washington, and Broad streets, and 148 feet on the remaining side.

2d. Square No. 13, measuring 303 feet on St. John street, 300 feet front on Washington street, 245 feet on Sixth street, and 192 feet on Seventh street.

3d. In square No. 14, lot No. 2, measuring 60 feet front on Washington street, by 120 feet in depth, and lot No. 12, measuring 60 feet front on Lepage street, by 120 feet in depth and front on Sixth street.

4th. In square No. 16, lot No. 5, measuring 60 feet front on Lepage street, by 117 feet in front and depth on Fifth street, and 134 feet on the other side line.

5th. In square No. 17, lots Nos. 1, 2, 3, 4, and 5, measuring each 60 feet front on Washington street, by 120 feet in depth; lot No. 6, measuring 60 feet front on Sixth street, by 150 feet in depth; and lots Nos. 8, 9, and 10, measuring each 60 feet front on Lepage street, by 120 feet in depth.

6th. In square No. 18, lot No. 1, measuring 60 feet front on St. John street, by 120 feet in depth and front on Sixth street; lots Nos. 8, 9, and 10, measuring each 60 feet front on Washington street, by about 140 feet in depth, more or less.

7th. In square No. 23, lots Nos. 3, 4, and 5, measuring each 60 feet front on Washington street, by 120 feet in depth.

8th. Square No. 25, measuring 300 feet front on Lepage street, 22 feet on Fourth street, 106½ feet on Fifth street, and about 308 feet on the side adjoining square No. 32.

9th. In square No. 26, lots Nos. 2, 3, 4, and 5, measuring each 60 feet front on Washington street, by 120 feet in depth; lots Nos. 6, 8, and 10, measuring each 60 front on Fourth street, by 150 feet in depth; lot No. 12, having 46 feet front on Fourth street, by 150 feet in depth, diminishing in the rear to a width of about 7 feet; lots Nos. 7 and 9, having each 60 feet front on Third street, by 150 feet in depth; lot No. 11, having 27 feet front on Third street, by 150 feet in depth, opening on the rear to a width of 67 feet.

10th. In square No. 30, lots Nos. 3, 4, and 5, measuring each 60 feet front on St. John street, by 120 feet in depth; lots Nos. 7, 8, 9, 10, and 11, measuring each 60 feet front on Washington street, by 120 feet in depth.

11th. In square No. 31, lots Nos. 1, 2, 3, 4, and 5, measuring each 60 feet front on Washington street, by 120 feet in depth; lot No. 7, measuring 33 feet front on Second street, by 150 feet in depth towards the rear; lots Nos. 6 and 8, measuring together 126 feet, more or less, front on Third street, by 150 feet in depth, narrowing towards the rear.

12th. Square No. 32, called the Rapewalk, an oblong parcel of

ground, measuring 60 feet in width at each extremity, and extending from Second to Sixth streets, about 1,400 feet in length.

13th. In square No. 33, lot No. 5, measuring 60 feet front on Washington street, by 120 feet in depth, more or less; lot No. 8, measuring 70 feet, more or less, front on Second street, by 180 feet in depth, diminishing in width towards the rear.

14th. In square No. 34, lot No. 1 and the half of lot No. 2 adjoining it, measuring together 90 feet front on St. John street, by 120 feet in depth; and lots Nos. 10, 11, 12, 13, and 14, measuring each 60 feet front on Washington street, by 120 feet in depth.

And the said vendor further declared, that the undivided eleven-twelfths of the lots and squares of ground aforesaid were adjudicated to Zenon Maxent, at two different sales made by the sheriff of the parish of Orleans, on the 6th of June and thirtieth of August, 1843, in the matter of said Fletcher's Heirs vs. The Executors of Cavelier and als., and that the said adjudication was made to said Maxent for his own account, and that of his said deceased father, Antonie Cavelier, and als.

The said Octave Cavelier hereby subrogating the said E. H. Durrell in and to his rights and privileges aforesaid, to be by him enjoyed and exercised in the same manner as he himself might or could do.

And the said Octave Cavelier further declared, that he has not disposed in any manner whatever of his interests aforesaid, and that he is the legitimate heir of his said deceased father, Antonie Cavelier, for one sixth part of his estate.

Thus done and passed in my office, at the city of New Orleans aforesaid, on this twenty-first day of May, one thousand eight hundred and fifty-two, in presence of Messrs. Alexis Robert and Nemours Tourné, competent witnesses, who have signed together with the parties and me, notary.

(Signed) O. CAVELIER,
EDW. H. DURRELL,
F. N. TOURNÉ,
A. ROBERT.

A. E. BIENVENU, *Not. Pub.*

I certify the foregoing to be a true copy of the original extant in my current register.

New Orleans, March 5th, 1855.

(Signed) A. E. BIENVENU, *Not. Pub.*

Document D, filed April 10th, 1856.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that on this day, before me, Alexander Emile Bienvenu, a notary public in and for this city and parish, duly commis-

sioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mrs. Françoise Aimei Cavelier, of lawful age, resident in this city, wife of Mr. Joseph C. Beauregard, and by him duly authorized and assisted, who declared that for and in consideration of the price and sum of three hundred dollars to her paid in ready money, the receipt whereof is hereby acknowledged and acquittance granted therefor, she does by these presents grant, bargain, sell, transfer and set over unto Mr. Edward H. Durrell, also of this city, here present, accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession thereof—1st, all her rights, titles, and interests, being the one undivided sixth part of the share, rights, or privileges to which Mr. Antonie Cavelier, her deceased father, is entitled by virtue of the following judgment, as well as the claim upon which the same is founded, which judgment is in the words and figures following, to wit:

Parish of East Baton Rouge—Third District Court.

HEIRS OF FLETCHER
vs.
EXECUTORS OF CAVELIER & als. } No. 1,446.

Monday, July 7th, 1834. In this case the verdict of the jury being, in the opinion of the court, in accordance with the law and evidence, it is ordered, adjudged, and decreed by the court that *judment* be rendered in favor of the plaintiffs against the defendants for the sum of three thousand six hundred dollars, being the fruits and revenues of the property recovered of the defendants from the 27th day of July, A. D. 1827, to the present date inclusive.

That judgment be rendered in favor of the defendants, the executors of A. Cavelier, sr., and of A. Cavelier, jr., and John Davenport, for the sum of twenty-two thousand five hundred dollars, the value of the improvements made on the property by the defendants; and that the plaintiffs be ordered to pay this sum, deducting the aforesaid sum of three thousand six hundred dollars—say, eighteen thousand nine hundred dollars—to the defendants within sixty days from this date; and in default thereof, that the defendants be permitted to issue execution against the plaintiffs, and seize and sell the lands recovered by the plaintiffs to satisfy the same, and that no writ of possession issue until the said sum is fully paid.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed that judgment be rendered in favor of the defendants, the executors of A. Cavelier, sr., and against the heirs of Mary Clark, (who was the heir of Dan'l Clark,) warrantors of said Cavelier, sr., for the sum of one thousand eight hundred dollars, being the one-half of the aforesaid sum of three thousand six hundred dollars decreed to the plaintiffs for rents and profits.

It is further ordered, adjudged, and decreed that judgment be rendered in favor of the said executors and against the said heirs and warrantors for the sum of eighteen thousand seven hundred and fifty dollars, being the three-fourths of the price paid by the said A. Cavelier, sen'r, to said Dan'l Clark and his representatives, together with the increased value of the land recovered of the defendants by the plaintiffs.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed that judgment be rendered in favor of the defendants, A. Cavelier, junior, and John Davenport, and against their warrantor, Pierre Baron Boisfontaine, for the sum of one thousand eight hundred dollars, being one-half of the aforesaid sum of three thousand six hundred dollars decreed to plaintiffs for rents and profits.

That judgment be rendered in favor of the said A. Cavelier, junior, and John Davenport, and against the said Pierre Baron Boisfontaine, for the further sum of eighteen thousand seven hundred and fifty dollars, being the three-fourths of the price of the land paid by the said A. Cavelier, junior, and John Davenport to the said Pierre Baron Boisfontaine, together with the increased value of the land recovered of the defendants by the plaintiffs.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed that judgment be entered in favor of the said Pierre Baron Boisfontaine, and against the heirs of Mary Clark, (who was the heir of Daniel Clark,) for the sum of twenty thousand five hundred and fifty dollars, the amount of this judgment in favor of A. Cavelier, junior, and John Davenport, against the said Pierre Baron Boisfontaine.

And in pursuance of the said verdict it is further ordered, adjudged, and decreed by the court that the defendants be permitted to gather the crop now growing on the lands recovered from the plaintiffs, and that the plaintiffs pay to the defendants the further sum of four thousand dollars at or before the time they take possession of the premises.

And it is further ordered, adjudged, and decreed that the defendants pay all the cost of this suit to the plaintiffs, and that the aforesaid heirs and warrantors reimburse the same to the defendants.

(Signed) CHARLES BUSHNELL,
July 15th, 1834. *Judge 3d District.*

2d. All her rights, titles, and interests, being the one undivided six parts of the share or portion coming or belonging to her deceased father, Antonie Cavelier, in and to the following described property, to wit:

1st. The undivided eleven-twelfths of the lots Nos. 3, 4, 5, 6, 7, 8, 9, 10 and 11, in square No. 14, comprised between Washington, Lepage, Sixth and Seventh streets; lots Nos. 3, 4, and 5 having 60

feet front on Washington by 120 feet in depth—lot No. 5 forming the corner of Washington and Sixth streets; lot No. 6 having 60 feet front on Seventh street by 150 feet in depth; (*and lots Nos. 8, 9, 10 and 11 having 60 feet front on Sixth street by 150 feet in depth;*) lot No. 7 having 60 feet front on Sixth street by 150 feet in depth; and lots Nos. 8, 9, 10 and 11 having 60 feet front on Lepage street by 120 feet in depth—lot No. 8 forming the corner of Lepage and Seventh streets.

2d. The undivided seven-twelfths of square No. 19, comprised within St. John, Live Oak, Fifth and Sixth streets, and measuring 300 feet front on St. John street and Live Oak street, and 334 feet on Fifth and Sixth streets.

3d. The undivided eleven-twelfths of lots Nos. 1, 2, 3, 4, 5, 7, 8, 9 and 10, in square No. 21, bounded by Bellechasse, Live Oak, Fourth and Fifth streets; lots Nos. 1 and 7 each 60 feet front on Fifth street by 120 feet in depth—No. 1 forming the corner of Fifth and Bellechasse streets, and No. 7 forming the corner of Fifth and Live Oak streets; lots Nos. 2, 3, and 4 having each 60 feet front on said Bellechasse street by 120 feet in depth—lot No. 4 forming the corner of Fourth and Bellechasse streets; lots Nos. 8, 9, and 10 having each 60 feet front on Live Oak street by 120 feet in depth—lot No. 10 forming the corner of Fourth street and Live Oak street; and lot No. 5 having 60 feet front on Fourth street by 120 feet deep.

4th. The undivided eleven-twelfths of square No. 27, bounded by St. John, Washington, Third and Fourth streets, and measuring 300 feet, more or less, on Washington street and St. John street, 375 feet on Third street, and 360 feet on Fourth street.

5th. The undivided eleven-twelfths of square No. 28, measuring 334 feet on Fourth street, 260 feet, more or less, on Live Oak street, and about 180 feet on St. John street, and on the west by property of Municipality No. One.

6th. And the undivided eleven-twelfths of square No. 29, bounded by Bellechasse, Live Oak, and Fourth streets, and the property of Municipality No. One—said square measuring 300 feet, more or less, front on each side; the whole, as per plan of the faubourg St. John, drawn by B. Lafon, and annexed to an act dated the 9th June, 1809, and desposited in the records of P. Pedesclaux, late notary in this city.

7th. The undivided eleven-twelfths of the lots and squares of ground designated on said plan, as follows, viz:

1st. In square No. 8, lot No. 1, measuring 120 feet on St. John, Washington, and Broad streets, and 148 feet on the remaining side.

2d. Square No. 13, measuring 300 feet on St. John street, 300 feet on Washington street, 245 feet on Sixth street, and 192 feet on Seventh street.

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* Mistake.

3d. In square No. 14, lot No. 2, measuring 60 feet front on Washington street by 120 feet in depth; and lot No. 12, measuring 60 feet front on Lepage street by 120 feet in depth, and front on Sixth street.

4th. In square No. 16, lot No. 5, measuring 60 feet front on Lepage street by 117 feet in depth, and front on Fifth street, and 134 feet on the other side line.

5th. In square No. 17, lots Nos. 1, 2, 3, 4 and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lot No. 6, measuring 60 feet front on Sixth street by 150 feet in depth; lots Nos. 8, 9 and 10, measuring each 60 feet front on Lepage street by 120 feet deep.

6th. In square No. 18, lot No. 1, measuring 60 feet front on St. John street by 120 feet in depth, and front on Sixth street; lots Nos. 8, 9 and 10, measuring each 60 feet front on Washington street by about 140 feet in depth, more or less.

7th. In square No. 23, lots Nos. 3, 4 and 5, measuring each 60 feet front on Washington street by 120 feet in depth.

8th. Square No. 25, measuring 300 feet front on Lepage street, 22 feet on Fourth street, 106 feet and a half on Fifth street, and about 308 feet on the side adjoining square No. 32.

9th. In square No. 26, lots Nos. 2, 3, 4 and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lots Nos. 6, 8 and 10, measuring each 60 feet front on Fourth street by 150 feet in depth; lot No. 12 having 46 feet front on Fourth street by 150 feet deep, finishing on the rear to a width of about 7 feet; lots Nos. 7 and 9 having each 60 feet front on Third street by 150 feet in depth; lot No. 11 having 27 feet front on Third street by 150 feet in depth, opening in the rear to a width of 67 feet.

10th. In square No. 30, lots Nos. 3, 4 and 5, measuring each 60 feet front on St. John street by 120 feet in depth; lots Nos. 7, 8, 9, 10 and 11, measuring each 60 feet front on Washington street by 120 feet in depth.

11th. In square No. 31, lots Nos. 1, 2, 3, 4 and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lot No. 7, measuring 33 feet front on Second street by 150 feet in depth towards the rear; lots Nos. 6 and 8, measuring together 126 feet, more or less, front on Third street by 150 feet in depth, narrowing towards the rear.

12th. Square No. 32, called the Rapewalk, an oblong parcel of ground, measuring 60 feet in width at each extremity, and extending from Second to Sixth streets, about 1,400 feet in length.

13th. In square No. 33, lot No. 5, measuring 60 feet front on Washington street by 120 feet in depth, more or less; lot No. 8, measuring 70 feet, more or less, front on Second street by 180 feet in depth, diminishing in width towards the rear.

14th. In square No. 34, lot No. 1, and the half of lot No. 2,

adjoining it, measuring together 90 feet front on St. John street by 120 feet in depth; and lots Nos. 10, 11, 12, 13 and 14, measuring each 60 feet front on Washington street by 120 feet in depth.

And the said vendor further declared, that the undivided eleven-twelfths of the lots and squares of ground aforesaid were adjudicated to Zenon Maxent, at two different sales made by the sheriff of the parish of Orleans, on the sixth of June and thirtieth of August, 1843, in the matter of the said Fletcher's Heirs vs. The Executors of Cavelier and als., and that the said adjudication was made to said Maxent for his own account, and that of her said deceased father, Antonie Cavelier, and als. The said Mrs. Françoise A. Cavelier hereby subrogating the said E. H. Durrell, in and to her rights and privileges aforesaid, to be by him enjoyed and exercised in the same manner as she herself might or could do.

And the said Francoise A. Cavelier further declared that she has not disposed, in any manner whatever, of her rights and interests aforesaid, and that she is the legitimate heir of her said deceased father, Antonie Cavelier, for one-sixth part of his estate.

Thus done and passed in my office, at the city of New Orleans aforesaid, on this second day of April, one thousand eight hundred and fifty-two, in presence of Messieurs Alexis Robert and Nemours Tourné, competent witnesses, who have signed together with the parties, and me, notary.

(Signed) A. C. BEAUREGARD,
J. T. BEAUREGARD,
EDW. H. DURRELL,
F. N. TOURNÉ,
A. ROBERT.
A. E. BIENVENU,
Not. Pub.

I certify the foregoing to be a true copy of the original, extant in my current register.

New Orleans, March 5th, 1855.

(Signed) A. E. BIENVENU,
Not. Pub.

Document E, filed April 10th, 1856.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that on this day before me, Alexander Emile Bienvenu, a notary public in and for this city and parish of Orleans, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mrs. Françoise Aimie Cavelier, of lawful age, wife of Joseph T. Beauregard, both of this city, and by her said husband duly authorized and assisted, who declared that, for and in consideration

of the sum of three hundred dollars, to her paid in ready money, the receipt whereof is hereby acknowledged and acquittance granted therefor, she does by these presents grant, bargain, assign, transfer, and set over unto Mr. Edward Henry Durrell, of this city, here present, accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession thereof: 1st, all the rights, titles, and interests of Zenon Antonie Cavelier, of this city, being the one undivided sixth of the share, rights, or privileges to which Mr. Antonie Cavelier, his deceased father, is entitled by virtue of the following judgment, as well as the claim upon which the same is founded, which judgment is in the words or figures following, viz:

Parish of East Baton Rouge—Third District Court.

HEIRS OF FLETCHER vs. EXECUTORS OF CAVELIER & als. } No. 1,446.

Monday, July 7th, 1834. In this case the verdict of the jury being, in the opinion of the court, in accordance, it is ordered, adjudged, and decreed by the court that judgment be rendered in favor of the plaintiffs and against the defendants for the sum of three thousand six hundred dollars, being the fruits and revenues of the property recovered of the defendants from the 27th day of July, A. D. 1827, to the present date inclusive.

That judgment be rendered in favor of the defendants, the executors of A. Cavelier, senior, and of A. Cavelier, junior, and John Davenport, for the sum of twenty-two thousand five hundred dollars, the value of the improvements made on the property of the defendants, and that the plaintiffs be ordered to pay this sum, deducting the aforesaid sum of three thousand six hundred dollars, say eighteen thousand nine hundred dollars, to the defendants, within sixty days from this date, and in default thereof that the defendants be permitted to issue execution against the plaintiffs, and seize and sell the lands recovered by the plaintiffs to satisfy the same, and that no writ of possession issue until the said sum is fully paid.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed that judgment be rendered in favor of the defendants, the executors of A. Cavelier, senior, and against the heirs of Mary Clark, (who was the heir of Daniel Clark,) warrantors of said Cavelier, sr., for the sum of one thousand eight hundred dollars, being the one-half of the aforesaid sum of three thousand six hundred dollars decreed to the plaintiffs for rents and profits.

It is further ordered, adjudged, and decreed that judgment be rendered in favor of the said executors and against the said heirs and warrantors for the sum of eighteen thousand seven hundred

and fifty dollars, being the three-fourths of the price paid by the said A. Cavelier, sr., to the said D. Clark and his representatives, together with the increased value of the land recovered of the defendants by the plaintiffs.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed that judgment be rendered in favor of the defendants, A. Cavelier, senior, and John Davenport, and against their warrantor, Pierre Baron Boisfontain, for the sum of one thousand eight hundred dollars, being the one-half of the aforesaid sum of three thousand six hundred dollars decreed to the plaintiffs for rents and profits.

That judgment be rendered in favor of the said A. Cavelier, junior, and John Davenport, and against the said Pierre Baron Boisfontain, for the further sum of eighteen thousand seven hundred and fifty dollars, being the three-fourths of the price of the land paid by said A. Cavelier, junior, and John Davenport, to the said Pierre Baron Boisfontain, together with the increased value of the land recovered of the defendants by the plaintiffs.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed that judgment be rendered in favor of the said Pierre Baron Boisfontain, and against the heirs of Mary Clark, (who was the heir of Daniel Clark,) for the sum of twenty thousand five hundred and fifty dollars, the amount of this judgment in favor of A. Cavelier, junior, and John Davenport, against the said Pierre Baron Boisfontain.

And in pursuance of the said verdict, it is further ordered, adjudged, and decreed by the court that the defendants be permitted to gather the crop now growing on the land recovered by the plaintiffs, or that the plaintiffs pay to the defendants the further sum of four thousand dollars, at or before the time they take possession of the premises.

And it is further ordered, adjudged, and decreed that the defendants pay all the costs of the suit to the plaintiffs, and that the aforesaid heirs and warrantors reimburse the same to the defendants.

(Signed) CHARLES BUSHNELL,
Judge 3d District.

July 15th, 1834.

2d. All the rights, titles, and interests of the said Zenon A. Cavelier, being the one undivided sixth part or portion coming to or belonging to his deceased father, Antonie Cavelier, in and to the following described property, to wit:

1st. The undivided eleven-twelfths of lots Nos. 3, 4, 5, 6, 7, 8, 9, 10 and 11, in square No. 14, comprised between Washington, Lepage, Sixth, and Seventh streets; lots Nos. 3, 4, and 5 having 60 feet front on Washington street, by 120 feet in depth—lot No. 5 form-

ing the corner of Washington and Sixth streets; lot No. 6 having 60 feet front on Seventh street by 150 feet in depth; lot No. 7 having 60 feet front on Sixt street, by 150 feet in depth; and lots Nos. 8, 9, 10 and 11 having 60 feet front on Lepage street by 120 feet in depth—lot No. 8 forming the corner of Lepage and Seventh streets.

2d. The undivided eleven-twelfths of square No. 19, comprised between St. John, Live Oak, Fifth, and Sixth streets, and measuring 300 feet front on St. John street and Live Oak street, and 334 feet on Fifth and Sixth streets.

3d. The undivided eleven-twelfths of lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, in square No. 21, bounded by Bellechasse, Live Oak, Fourth, and Fifth streets; lots Nos. 1 and 7 each 60 feet front on Fifth by 120 feet in depth—lot No. 1 forming the corner of Fifth and Bellechasse streets, and No. 7 forming the corner of Fifth and Live Oak streets; lots Nos. 2, 3 and 4 having each 60 feet front on Bellechasse street by 120 feet in depth—lot No. 4 forming the corner of Fourth and Bellechasse streets; lots Nos. 8, 9 and 10 having each 60 feet front on Live Oak street by 120 feet in depth—No. 10 forming the corner of Fourth and Live Oak streets; and lot No. 5 having 60 feet front on Fourth street, by 120 feet in depth.

4th. The undivided eleven-twelfths of square No. 27, bounded by St. John, Washington, Third, and Fourth streets, and measuring 300 feet, more or less, front on Washington street and St. John street, 375 feet on Third street, and 360 feet on Fourth street.

5th. The undivided eleven-twelfths of square No. 28, measuring 334 feet on Fourth street, 260 feet, more or less, on Live Oak street, and about 180 feet on St. John street, and bounded on the west by the property of Municipality No. One.

6th. And the undivided eleven-twelfths of square No. 29, bounded by Bellechasse, Live Oak, and Fourth streets, and the property of Municipality No. One, said square measuring 300 feet, more or less, front on each side; the whole as per plan of the faubourg St. John, drawn by B. Lafon, and annexed to an act dated the 9th June, 1809, and deposited in the records of P. Pedesclaux, late notary in this city.

Seventh. The undivided eleven-twelfths of the lots and squares of ground designated on said plan, as follows, viz:

1st. In square No. 8, lot No. 1, measuring 120 feet on St. John street, Washington street, and Broad street, and 148 feet on the remaining side.

2d. Square No. 13, measuring 303 feet on St. John street, 300 feet on Washington street, 245 feet on Sixth street, and 192 on Seventh street.

3d. In square No. 14, lot No. 2, measuring 60 feet front on Washington street by 120 feet in depth; and lot No. 12, measuring 60 feet front on Lepage street by 120 feet in depth, and front on Sixth street.

4th. In square No. 16, lot No. 5, measuring 60 feet front on Lepage street by 117 feet in depth and front on Fifth street, and 134 feet on the other side line.

5th. In square No. 17, lots Nos. 1, 2, 3, 4, and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lot No. 6, measuring 60 feet front on Sixth street by 150 feet in depth; lots Nos. 8, 9, and 10, measuring each 60 feet front on Lepage street by 120 feet in depth.

6th. In square No. 18, lot No. 1, measuring 60 feet front on St. John street by 120 feet in depth and front on Sixth street; lots Nos. 8, 9, and 10, measuring each 60 feet front on Washington street by about 140 feet in depth, more or less.

7th. In square No. 23, lots Nos. 3, 4, and 5, measuring each 60 feet front on Washington street by 120 feet in depth.

8th. Square No. 25, measuring 300 feet front on Lepage street, 22 feet front on Fourth street, 106½ feet on Fifth street, and about 308 feet on the side adjoining the square No. 32.

9th. In square No. 26, lots Nos. 2, 3, 4, and 5, measuring each 60 feet front on Washington street by 120 feet in depth; lots Nos. 6, 8, and 10, measuring each 60 feet front on Fourth street by 150 feet deep; lot No. 12 having 46 feet front on Fourth street by 150 feet in depth, diminishing in the rear to a width of about 7 feet; lots Nos. 7 and 9 having each 60 feet front on Third street by 150 feet in depth; lot No. 11 having 27 feet in front on Third street by 150 feet in depth, opening in the rear to a width of 67 feet.

10th. In square No. 30, lots Nos. 3, 4, and 5, measuring each 60 feet front on St. John street, by 120 feet in depth; lots Nos. 7, 8, 9, 10, and 11, measuring each 60 feet front on Washington street, by 120 feet in depth.

11th. In square No. 31, lots Nos. 1, 2, 3, 4, and 5, measuring each 60 feet front on Washington street, by 120 feet in depth; lot No. 7, measuring 33 feet front on Second street, by 150 feet in depth, towards the rear; lots Nos. 6 and 8, measuring together 126 feet, more or less, front on Third street, by 150 feet in depth, narrowing towards the rear.

12th. Square No. 32, called the Rapewalk, an oblong parcel of ground, measuring 60 feet in width at each extremity, and extending from Second to Sixth streets, about 1,400 feet in length.

13th. In square No. 33, lot No. 5, measuring 60 feet front on Washington street, by 120 feet in depth, more or less; lot No. 8, measuring 70 feet, more or less, front on Second street, by 180 feet in depth, diminishing in width towards the rear.

14th. In square No. 34, lot No. 1, and the half of lot No. 2 adjoining it, measuring together 90 feet front on St. John street, by 120 feet in depth, and lots Nos. 10, 11, 12, 13, and 14, measuring each 60 feet front on Washington street, by 120 feet in depth.

And the said vendor further declared, that the undivided eleven-twelfths of the lots and squares of ground aforesaid were adjudicated to Zenon Maxent at two different sales made by the sheriff of the parish of Orleans, on the sixth of June and thirtieth of August, eighteen hundred and forty-three, in the matter of said Fletcher's Heirs vs. The Executors of Cavelier and als.; and that the said adjudication was made to said Maxent for his own account, and that of said Antonie Cavelier, deceased.

Which said rights, &c., were acquired by the said Mrs. Françoise Aimie Beauregard from the said Zenon A. Cavelier by an act under private signature dated the twenty-sixth day of April last, 1852, and hereto annexed.

And the said Mrs. Françoise A. Beauregard hereby subrogates the present purchaser in and to all the rights and privileges aforesaid, to be by him enjoyed and exercised in the same manner as the said Zenon A. Cavelier might or could have done.

And the said vendor further declared, that she has not disposed in any manner whatever of the rights and interests herein conveyed, and that said Zenon A. Cavelier is the legitimate heir of his said deceased father, Antonie Cavalier, for one-sixth part of his estate.

Thus done and passed in my office, at the city of New Orleans aforesaid, this fifteenth day of November, one thousand eight hundred and fifty-two, in presence of Messrs. Alexis Robert and F. Nemours Tourné, competent witnesses, who have signed, together with the parties and me, notary.

(Signed) A. C. BEAREGARD,
J. T. BEAUREGARD,
A. ROBERT,
F. N. TOURNÉ.
A. E. BIENVENU, *Not. Pub.*

I certify the foregoing to be a true copy of the original extant in my current register.

New Orleans, March 6th, 1855.

(Signed) A. E. BIENVENU, *Not. Pub.*

Document F, filed April 10th, 1856.

THE STATE OF LOUISIANA,
City of New Orleans.

In obedience to an order to me directed from the honorable the sixth judicial district court of the parish of East Baton Rouge, in the State of Louisiana, of date 13th May, 1851, I proceeded to sell, according to law, and after legal advertisements and delay, all the right, title, and interest of John Davenport, deceased, late of the parish aforesaid, in and to a judgment rendered before the honorable the late third (now sixth) judicial district court of the parish

of East Baton Rouge, in the State of Louisiana, at the suit of A. Fletcher et al. vs. A. Cavelier et al., No. 1,446; together with whatever interest said Davenport ever had or his estate may now have, growing out of said judgment, or in anywise appertaining thereto; and did sell on the 5th day of June, 1851, at 12 o'clock m., at the St. Louis Exchange, in St. Louis street, between Chartres and Royal streets, to Edward H. Durrell, for the sum of one hundred and fifty dollars cash in hand paid, he being the highest and last bidder..... $150 00

Delta bill for adv.....	$59 00	
Bee " "	72 00	
Commission, &c.....	10 00	
		139 00
		$11 00

Leaving net proceeds of sale of eleven dollars, which I herewith return in court.

Given under my hand, the fifth day of June, A. D. 1851.

(Signed) J. W. WEYMOUTH, *Auc'r.*

Endorsed: No. 51. Probate, 6th district court, East Baton Rouge, in the succession of John Davenport, deceased. Return of commission from New Orleans. Filed July 7th, 1851.

(Signed) M. MORENO, *Clerk.*

6th Judicial District Court, Clerk's Office.

PARISH OF EAST BATON ROUGE, LOUISIANA,
Clerk's Office.

I certify the foregoing to be a true copy of the original on file in my office.

Given under my hand and seal of said court, at Baton Rouge, this 6th day of March, A. D. 1854.

(Signed) M. MORENO, *Clerk.*

Hearing and submitting Case.

Entry on Minutes, April 10th, 1856.

E. H. DURRELL
vs.
CITY OF N. ORLEANS. } No. 9,966.

This case came up to-day for trial—D. S. Bryon for plaintiff, the city attorney for def't—when, after hearing evidence and counsel, it is ordered, that George Pandelly be appointed to examine the plans and maps in evidence, and report in the premises, and the cause thereupon submitted.

Oath of Auditor—April 19th, 1856.

State of Louisiana—Second District Court of New Orleans.

E. H. DURRELL
vs. } No. 9,966.
CITY OF NEW ORLEANS.

Before me, P. S. Wiltz, clerk of the second district court of New Orleans, personally came and appeared George Pandely, who solemnly swears that he will well and faithfully perform all and singular the duties of auditor in the above suit. So help him God.

(Signed) G. PANDELLY.

Sworn to and subscribed before me.

New Orleans, 19th day of April, 1856.

(Signed) P. S. WILTZ, *Clerk.*

Report of Auditor, filed April 28th, 1856.

E. H. DURRELL
vs. } No. 9,966
THE CITY OF NEW ORLEANS.

Before the H'ble the Second District Court of New Orleans.

The undersigned, appointed herein by order of court, bearing date April 10th, 1856, for the purpose of examining, in the capacity of auditor, the plans offered in evidence in conjunction with the reports of the commissioners touching the opening of Ursuline, St. Philip, and Esplanade streets, to ascertain to what extent and amount the property claimed by plaintiff had depreciated or increased in value by reason of the opening of the streets aforesaid, and what proportion of loss growing out of these openings was to be borne respectively by the parties litigant, submits this his report in the premises, to wit:

In the matter of the opening of Ursuline street. The property in square No. 11, represented as belonging to E. H. Durrell, is, as per commissioners' report, entitled to receive from the city..... $200

Do.	of square	No. 20	655
Do.	"	" 21	110
Do.	"	" 22	242
Do.	"	" 28	308
Do.	"	" 34	270
Do.	"	" 35	780
			$2,565

In the matter of the opening St. Philip street. The property in square No. 29, represented as belonging to E. H. Durrell, is, as per commissioners' report, entitled to receive from the city..... $250

Do. in square No. 21, (liable to the city in the sum of $1,000, less a deduction of $10 due the city)..... $240

$2,805

In the matter of the opening of Esplanade street. The property in square No. 13, represented as belonging to E. H. Durrell, is, as per commissioners' report, entitled to receive from the city..... $500

Do. in square No. 17..... 1,600

Do. " 32..... 25

$2,125

Properties in square No. 14 and 26, represented as belonging to E. H. Durrell, have not decreased or increased in value—their value *have* not changed.

In the drawing of this report, the undersigned has not included the commissioners' estimate in reference to the properties in square 8, 24, and 3, he having received instructions to that effect from E. H. Durrell, the plaintiff, who alleged his intention of discontinuing his claim against the city, so far as these three squares are concerned, and of asserting his rights against other parties.

Assuming title, then, in the plaintiff, and considering the discontinuance above mentioned, he is entitled to receive from the city of New Orleans the sum of four thousand nine hundred and thirty dollars..... $4,930

(Signed) G. PENDELY,
Auditor.

Sworn to and signature acknowledged before me, on this the 28th April, 1856.

(Signed) GASP. JAMES,
D'y Clerk.

Reasons for Judgment, filed June 9th, 1856.

E. H. DURRELL
vs.
THE CITY OF NEW ORLEANS. } No. 9,666.

The plaintiff was owner of a number of lots of ground, which were taken by the defendant for a purpose of public utility; he must be paid for his property so taken. By report of the expert appointed to examine the amount and extent of the damages caused

by the defendant, it appears that he has been damaged in the sum of $4,930; for which he must have judgment. It is therefore ordered, adjudged, and decreed that the plaintiff recover from the defendant $4,930, with costs of suit.

P. H. M.

Judgment, rendered June 9th, 1856.

E. H. DURRELL
vs.
CITY OF NEW ORLEANS. } No. 9,966.

For the reasons assigned in the written opinion of the court, this day delivered and on file—

It is ordered, adjudged, and decreed that E. H. Durrell, the plaintiff, do have and recover from the city of New Orleans the sum of four thousand nine hundred and thirty dollars, together with all costs of suit.

13th June, 1856.

(Signed) P. H. MORGAN,
Judge.

Order on Minutes, November 6th, 1856.

E. H. DURRELL
vs.
CITY OF NEW ORLEANS. } No. 9,966.

In this case, the court considering the consent of parties on file, and the motion of plaintiff, in pp. , it is ordered that the judgment herein rendered be set aside; that this suit be reinstated upon the docket, to be called and tried de novo, and that the parties herein have leave to amend their pleadings.

Supplemental Petition, filed 6th November, 1856.

2d District Court of N. Orleans.

E. H. DURRELL
vs.
CITY OF NEW ORLEANS. } No. 9,966.

The plaintiff in the above entitled suit prays leave to file this his supplemental petition therein, and further prays the judgment of the court in favor of the petitioner for six per cent. per annum interest on the moneys claimed in the original petition filed in said suit; said interest to be calculated upon the several moneys claimed, from the date of the appropriation of the properties set forth in said original petition, by the late Municipality No. 1, of the city of New Orleans, and by the city of New Orleans, for the opening of Ursuline, St. Philippe, and Esplanade streets, under decrees

rendered by this hon'ble court in the matter of Municipality No. 1, praying for the opening and widening of Ursuline and St. Philippe streets, being No. 915 of record in this hon'ble court, and in the matter of the city of New Orleans, praying for the opening of Esplanade street, being No. 7,083 of record in this hon. court, and for all further general relief.

(Signed) E. H. DURRELL,
Of Counsel.

Let this supplemental petition be filed.

New Orleans, 6th Nov'br, 1856.

(Signed) P. H. MORGAN, *Judge.*

Petition and order making Mrs. Gaines party, filed 19th November, 1856.

E. H. DURRELL
vs.
THE CITY OF N. ORLEANS. } No. 9,966.

To the hon'ble the 2d District Court of New Orleans:

The defendants respectfully show that they have been informed, and verily believe, that Mrs. Myra Clark Gaines, widow of General Gaines, has claims and rights as owner to the property described in plaintiff's petition, and for which said plaintiff claims payment and compensation in the sum of fifteen thousand dollars, alleging that the city of New Orleans had taken said property for public improvement, and that said property belonged to him, said plaintiff.

Defendants further showeth that they are in possession of said property, and are threatened by said Mrs. Gaines with a lawsuit to recover the same, or the value thereof. Wherefore they pray that said Mrs. M. C. Gaines be cited as a party in this suit, and notified to assert her rights contradictorily with plaintiff. And considering that said Mrs. Gaines is a non-resident of this State, and not now within its jurisdiction, they pray that a curator ad hoc be appointed to represent her, and that copies of this and the original petition be served on her according to law, and for general relief.

(Signed) J. J. MITCHELL,
Attorney.

Order.

Let Mrs. M. C. Gaines be made party to this suit; and considering that Mrs. Myra C. Gaines is a non-resident of this State, and not now within the jurisdiction, it is ordered that P. F. Bonford, esq., be appointed curator ad hoc to represent her.

New Orleans, 19th November, 1856.

(Signed) P. H. MORGAN, *Judge.*

Citation to Mrs. Gaines and Sheriff's Return.

Citation.

State of Louisiana—Second District Court of New Orleans.

Mrs. Myra C. Gaines:

You are hereby summoned to comply with the command contained in the petition, supplemental petition, and answer, of which a copy accompanies this citation, or deliver your answer to the same, in the office of the clerk of the second district court of New Orleans, in ten days after the service hereof.

Witness the Hon. P. H. Morgan, judge of the said court, the 20th day of November, in the year of our Lord 1856.

(Signed) A. DREUX,
D'y Clerk.

E. H. Durrell
vs.
City of N. Orleans. } No. 9,966.

Sheriff's Return.

Rec'd November 20th, 1856, and on the 21st of same month and year I served a copy of within petition, supplemental petition, answer, order, and citation to Mrs. Myra C. Gaines, by handing the same to P. E. Bonford, esq., appointed her curator ad hoc in this case, personally. Returned same day.

(Signed) GEO'E K. ROGERS,
D'y Sheriff.

Intervention of Charles Van Wyck, and order, filed Nov. 26th, 1856.

Petition.

Hon. P. H. Morgan, judge of the second district court:

The petition of intervention of Charles Van Wyck, of the city of New York, respectfully represents, that the legal title to the lands appropriated by the late Municipality No. One and by the present city of New Orleans, particularly described in the petition of E. H. Durrell, esq., in the suit entitled Edward H. Durrell vs. The City of New Orleans, No. 9,966 of the docket of this hon'ble court, is in the following named persons, to wit: Archibald Robertson, Alexander Osborn, Bernard Donredoux, Oliver Hughes, William McKee, Joseph Hegeman, Sidney F. R. Coddington, William B. Clarckson, Benjamin S. Hart, James R. Hitchcock, John C. Thompson, Samson W. Frother, Edward W. Zallman, Lindly Murray, Francis S. Wyncoop, Martin B. Hough, Emily Taylor, Francis Hoskins, Burgess B. Long, Thomas Robins, Charles W. Sandford, Edward Taylor, Adrien Hegeman, William Richardson, William Spring, Martin Buhler, Founer Currie, Peter G. Burgess,

Garrett H. Hendrickson, Harman Adams, Charles Van Wyck, James Van Pitt, James B. Smith, Henry Gebber, Alexander N. Lewis, James B. Bugan, Adrien Vandereur, William Borhurd, John Hubat, jr., Stewart Newall, Isaac D. Knight, William Roberts, Samuel Newell, Asa J. Fisk, John Wilson, George W. Beebe, Edward H. Durell, William G. Lynn, and William Kimball. The said Edward H. Durrell was the agent or *crustee* appointed by the above named parties, and the title put in his name.

Petitioner further represents, that by a decree of the supreme court of the State of New York, at a special term held on the 20th of July, 1856, it was ordered, adjudged, and decreed that Edward H. Durell, esq., do transfer, grant, and convey all his right, title, and interest of, in, and to the said lots of land in the faubourg St. John, by a good and sufficient deed, with warranty against his own acts, to Charles Van Wyck, of the city of New York, upon the payment of the sum due, if any, to the said Durell for taking, holding, and passing said legal title, which shall be adjusted, in case of disagreement, by a referee, to be appointed for the purpose, *of* an application to this court; all of which will more fully appear by reference to an authenticated copy of said decree.

Your petitioner now avers that the legal title is in him as trustee, and that, as such trustee, he has capacity to appear in court for the benefit of his trustees.

Petitioner now avers that he is authorized to sue for and recover the amount or amounts due by the city of New Orleans for the expropriation of the lots, particularly described in the petition of said Edward H. Durrell.

Wherefore petitioner prays leave to intervene, and prays that a copy of this intervention be served upon said Edward H. Durell, the city of New Orleans, and Mrs. Myra Clark Gaines; that after due proceedings, that your petitioner be decreed to be true and legal plaintiff, and be put in the place and stead of Edward H. Durell; that the further proceedings in the case of E. H. Durell vs. The City of New Orleans, No. 9,966 of the docket of this court, be continued and carried on in the name of your petitioner, and that judgment be rendered in favor of your petitioner, against the city of New Orleans, for the full amount claimed in the petition filed by said Edward H. Durrell, with six per cent. interest, as prayed for, and all costs of court; and *is* in duty bound, &c.

(Signed) J. LIVINGSTON,
Att'y for Petitioner.

Order.

Let the petition of intervention be filed.

New Orleans, 26th Nov'br, 1856.

(Signed) P. H. MORGAN, *Judge.*

Citation to Mrs. Gaines and Sheriff's Return.

Citation.

State of Louisiana, 2d District Court of New Orleans.

EDWARD H. DURELL
vs.
CITY OF NEW ORLEANS. } No. 9,966.

Mrs. MYRA CLARK GAINES:

You are hereby summoned to comply with the demand contained in the petition in intervention, of which a copy accompanies this citation, or deliver your answer to the same, in the office of the clerk of the second district court of New Orleans, in ten days after the service hereof.

Witness the Hon. P. H. Morgan, judge of the said court, the 27th day of November, in the year of our Lord 1856.

(Signed) VY. WILTZ, *Dep. Cl'k.*

Return.

Received Nov. 27th, 1856, and on the same day I served a copy of within petition of intervention and citation on Mrs. Myra Clark Gaines, by handing the same to P. E. Bonford, appointed curator ad hoc in this case, personally. Returned same day.

(Signed) GEO. K. ROGERS,
Dy. Sheriff.

Answer of E. H. Durell, filed December 8th, 1856.

2d District Court of New Orleans.

EDWARD H. DURELL
vs.
CITY OF N. ORLEANS. } No. 9,966.

The answer of Edward H. Durell, plaintiff in the above entitled suit, to the petition of intervention of Charles Van Wyck, of the city of New York, denies all and every of the allegations in said petition contained; and particularly does the said Durell deny that the legal title to the lands appropriated by the late Municipality No. One and the present city of New Orleans, particularly described in the petition of said Durell, filed in the above entitled suit, is now or ever was in the persons set forth in said Van Wyck's petition of intervention, but the said Durell alleges that the same is and was in him, the said Durell. The said Durell further denies the validity of the decree, or any decree, of the supreme court of the State of New York, as set forth in said Van Wyck's petition of intervention, in as far as the said Durell is concerned, and in as far as the same affects in any manner the said Durell. The said Durell denies that he was in any way a party to this suit, legally so made,

by services, notification, consent or otherwise, in which the decree set forth in said Van Wyck's petition of intervention is alleged to have been made.

And, further, the said Durell alleges that he did join in an act of transfer and subrogation of judgment, made before John Claiborne, notary public, the 28th day August, 1851, or thereabout, and entered into by the heirs of Pierre Baron Boisfontain, of the first part, and the said Durell of the second part; which said act, after reciting that, by virtue of judgment rendered in or about the 15th day of July, 1834, by the district court for the parish of East Baton Rouge, and confirmed on appeal to the supreme court of the State of Louisiana, in the suit of The Heirs of Fletcher vs. The Executors of A. Cavelier et als., and in which it was adjudged and decreed that judgment be rendered in favor of the defendants, A. Cavelier, jr., and John Davenport, and against their warrantor, Pierre Baron Boisfontain, for the sum of eighteen hundred dollars, and for the further sum of eighteen thousand seven hundred and fifty dollars, and in favor of said Boisfontain against the heirs of Mary Clark, for the sum of twenty thousand five hundred and fifty dollars—and that whereas the said Durell has been fully subrogated to all the rights, title, and interest which the said Cavelier, jr., and the said John Davenport had, by virtue of the judgment aforesaid in warranty—does set forth that the said heirs of the said Pierre Baron Boisfontaine do thereby sell and transfer to the said Durell all the right, title, and interest which they have in said judgment in favor of the said Pierre Baron Boisfontaine against the heirs of Mary Clark, and that, in consideration of said transfer and subrogation, the said Durell does agree to hold the heirs of said Boisfontain harmless and free from said judgment, in favor of A. Cavelier, jr., and John Davenport, against said Pierre Baron Boisfontain.

And, further, the said Durrell does set forth that, as owner of said judgment in favor of said Pierre Baron Boisfontain against the heirs of Mary Clark, he did cause a writ of execution to be issued in said suit of The Heirs of Fletcher vs. The Executors of A. Cavelier et als., under and by virtue of said judgment in favor of said Boisfontain, and for the purpose of ratifying the same, and did cause to be seized and sold, among other property, the squares and lots of ground set forth in the petition filed on the part of said Durell in the above entitled suit of E. H. Durrell vs. The City of New Orleans, and did, as owner of said judgment, purchase the same at said sale made thereof by the sheriff of the parish of New Orleans, in part satisfaction of said judgment.

And, further, the said Durell does set forth, that at the time he did enter into the act of transfer and subrogation of judgment, together with the heirs of Pierre Baron Boisfontain, as above set forth, he did not own, nor has he at any time since owned, the en-

tire judgment of A. Cavelier, jr., and John Davenport, against Pierre Baron Boisfontain as aforesaid, but a large portion of the interest of said judgment of such value, to wit, of a value greater than the value of the squares and lots purchased by said Durell at said sale, so made by the sheriff of the parish of New Orleans as aforesaid, and greater than the amount claimed of the city of New Orleans in the above entitled suit of E. H. Durell vs. The City of New Orleans, was then, and now is outstanding, and belongs to and is the property of others than the said Durell.

That the said Durell, at the time he entered into and assumed the obligations to *same* the heirs of Pierre Baron Boisfontain harmless from said judgment of A. Cavelier, jr., and John Davenport vs. the said Boisfontain, was induced to believe, by the parties of whom the said Van Wyck alleges himself to be trustee, and by their attorney, that the whole right, title, and interest of said judgment of A. Cavelier, jr., and John Davenport, against said Pierre Baron Boisfontain, was in him, the said Durrell.

The said Durrell further alleges, that he never would have assumed the obligation to hold the heirs of the said Pierre Baron Boisfontain harmless from the said judgment of A. Cavelier, jr., and John Davenport aforesaid, had he not been induced to believe, by the agent and attorney of the parties of whom the said Van Wyck alleges himself to be trustee, that he, the said Durrell, then owned, and held in his own name and possession, the whole interest of the aforesaid judgment of A. Cavelier, jr., and John Davenport vs. Pierre Baron Boisfontain.

The said Durrell further alleges, that in entering into the aforesaid act of transfer and subrogation, made as aforesaid before John Claiborne, not. pub., the 28th day of August, 1851, he did act at the request and as the agent of the parties set forth by the said Van Wyck, in his petition of intervention, and for whom the said Van Wyck alleges that he is trustee under the representations made to him, the said Durell, as aforesaid.

The said Durell further does set forth and allege, that from and in account of the great personal and pecuniary obligation assumed by said Durell, under and by virtue of the aforesaid act of transfer and subrogation, all the property seized and sold and purchased by said Durell under and by virtue of the writ of execution as issued as aforesaid in said suit of the heirs of Fletcher vs. The Executors of A. Cavelier et als., belonged to and was and is the private individual property of said Durell, and that said property and proceeds thereof, and the moneys due by the city of New Orleans to said Durell, as set forth in the petition of said Durell, being for and on account of a portion of said property, and properly and legally applicable, and should be applied in *satifaction* of said judgment of A. Cavelier, jr., and John Davenport vs. Pierre Baron Boisfontain, assumed as aforesaid by said Durell.

Further, the said Durell does set forth and allege, that by the act of transfer and subrogation, passed as aforesaid before John Claiborne, notary pub., on the 28th day of August, 1851, he, the said Durell, did personally assume obligations to an amount of more than twenty-five thousand dollars and upwards, all of which assumption was caused by the wrongful and false representations made to said Durell by the parties set forth in the said Van Wyck's petition of intervention, and of whom he alleges himself to be trustee, and by their agent and attorney as aforesaid.

The said Durell does further set forth and allege, that the sum of three thousand dollars is truly and justly due to him for his services as agent, and for his troubles and responsibilities as agent as aforesaid, from each and every of the parties in solido, set forth in the said Van Wyck's petition of intervention as aforesaid.

Wherefore the said Durell prays the judgment of the court that said petition of intervention be dismissed, and that in case the said Van Wyck be admitted a party to the above entitled suit of E. H. Durrell vs. The City of New Orleans, that a decree be rendered in favor of said Durell, and against all the parties set forth in said Van Wyck's petition of intervention in solido, and against said Van Wyck as trustee: first, for the aforesaid sum of twenty-five thousand dollars and upwards, with interest thereon, so assumed by said Durell as aforesaid; second, that the property purchased by said Durell as above set forth, and the proceeds thereof, be applied in satisfaction of said sum so assumed by said Durell as aforesaid; and third, in favor of the said E. H. Durell, and against all the parties set forth in the petition of intervention of said Van Wyck in solido, and against said Van Wyck as trustee, for the further sum of three thousand dollars in compensation of his, the said Durell, services, troubles, and responsibilities as agent as aforesaid in the premises, and for all further general relief.

(Signed) E. H. DURELL,
Of Counsel.

Citation to Mrs. Gaines, and Sheriff's Return.

Citation.

State of Louisiana—2d District Court of New Orleans.

EDWARD H. DURELL
vs.
THE CITY OF NEW ORLEANS. } No. 9,966.

MRS. MYRA C. GAINES, (of N. O.):

You are hereby summoned to comply with the demand contained in the petition, supplemental petition, interventions, and orders, of which a copy accompanies the citation, or deliver your answer to

the same, in the office of the clerk of the second district court of New Orleans, in ten days after the service hereof.

Witness the Hon. P. H. Morgan, judge of the said court, the 22d day of December, in the year of our Lord 1856.

(Signed) VY. WILTZ,
Dep. Clerk.

Return.

Rec'd Decmbr. 23d, 1856, and on the 24 day of same month and year I served a copy of within original and supplemental petition, intervention, order, and citation, on Mrs. Widow Myra C. Gaines personally. Returned same day.

(Signed) GEO. K. ROGERS,
Dep. Sh'ff.

Default on Minutes—January 14th, 1857.

EDWARD H. DURELL
vs. } No. 9,966.
CITY OF NEW ORLEANS.

On motion of plaintiff, and upon showing to the court that Mrs. Myra C. Gaines has failed to answer, though duly cited, it is ordered that judgment by default be entered herein against her.

Order.—Case continued on minutes—February 12th, 1857.

E. H. DURELL
vs. } No. 9,966.
CITY OF N. ORLEANS.

This case, fixed for trial this day, was called and ordered to be continued.

Order.—Case submitted on minutes—March 23d, 1857.

E. H. DURELL
vs. } No. 9,966.
CITY OF N. ORLEANS.

This case came on to-day for trial. Plaintiff in proper person; defendants absent, and not represented. When, after hearing counsel, the court took the matter under advisement.

Judgment, rendered April 13th, 1857.

2d District Court of New Orleans.

EDWARD H. DURELL
vs. } No. 9,966.
CITY OF N. ORLEANS.

The court having duly considered the evidence filed and submitted in this case, and the amended pleadings made therein, it is ordered, adjudged, and decreed that the plaintiff do recover from the defend-

ant, the City of New Orleans, the sum of four thousand four hundred and five dollars, with 6 per cent. per annum interest on two thousand eight hundred and five dollars thereof from the 27th day of February, 1851, until paid, and 6 per cent. per annum interest on sixteen hundred dollars thereof from the 22d day of April, 1854, until paid, and costs of suit.

Judgment signed 20th April, 1857.

(Signed) P. H. MORGAN,
Judge.

Judgment homologating Report of Commissioners, filed 21st February, 1851.

Municipality No. One, for the opening and widening Ursuline and St. Phillip streets.

On motion of Robert Grean, of counsel for the Municipality No. One, and on showing to this court that the commissioners appointed in this case to make the agreement prayed for have given public notice that their report and tableau, now deposited in the office of the clerk of this court, viz., English and French advertisements, published in the newspapers, to wit, in the Louisiana Courier, on the 25th of November last, 4th and 9th December last, and in the New Orleans Bee on the 26th November last, 4th, 8th, and 9th of December last; that on the 30th January inst., the day designated in said advertisements for the presentation of the report and tableau, the said commissioners did present to this hon. court their said report and tableau, and their amended report and tableau made by them, together with two plans, all of which were filed on that day, as the same appears by the minutes of this court; that to-day more than ten days have elapsed since the original and amended reports and tableaus were presented to this court, and some oppositions have been filed—

It is ordered, adjudged, and decreed that the said original and amended reports and tableaus of the said commissioners be approved and homologated, so far as not opposed.

Judgment rendered February 17th, 1851.

Judgment signed February 27th 1851.

(Signed) J. N. LEA, *Judge.*

Agreement, filed 7th May, 1857.

MYRA C. GAINES vs. CITY OF NEW ORLEANS. } No. 2,738.

SAME vs. SAME. } Circuit Court.

It is admitted, that at the time the demand was made of the

mayor and counsel of def't for the sums allowed in the judgments from the 2d district court of New Orleans, the plaintiff made due tender of relinquishment of her title of the property expropriated for the said Ursuline, St. Philipp, and Esplanade streets.

Admitted.

(Signed) J. LIVINGSTON,
For Defendant.

Minutes, April term, A. D. 1857.

New Orleans, Friday, 15th May, 1857. Court met, pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

MYRA C. GAINES
vs. } 2,738.
THE CITY OF NEW ORLEANS.

This cause having been argued and submitted on a former day, and *a former day, and* the court having considered the same, doth now order, adjudge, and decree that the plaintiff, Myra Clark Gaines, do have and recover judgment against the City of New Orleans for the sum of two thousand three hundred and sixty-three dollars, with interest thereon at the rate of six per cent. per annum from the 17th day of February, 1851, until paid, and costs of suit.

Minutes, April term, 1857.

New Orleans, Monday, 18th May, A. D. 1857. Court met, pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

MYRA CLARK GAINES
vs. } 2,738.
CITY OF NEW ORLEANS.

On motion of Jno. Livingston, esq., of counsel for defendant, ordered that the plaintiff show cause, on Saturday next, why a new trial should not be granted in this case on the grounds this day filed.

Grounds for New Trial, filed 18th May, 1857.

Circuit Court U. States, fifth circuit, eastern district.

MRS. MYRA C. GAINES
vs. } No. 2,738.
THE CITY OF NEW ORLEANS.

The court erred in deciding:

First. That the judgment in the suit of Edward H. Durell vs. The City of New Orleans, to which Mrs. Myra C. Gaines was made a party, does not protect defendant, and is not a good defence to the present suit.

Second. That the report of the commissioners and estimate is final and conclusive as to the ownership of the property. That when they report that any one is owner of a lot or square, that their report is final and conclusive, and that the person so reported as owner is entitled to the damages assessed, and has the further right to abandon to the corporation a lot or square not exceeding four acres in superficial extent, and that the corporation must accept the abandonment and pay the assessed value thereof without the production of any title.

Third. That the confirmation or homologation of the report of the commissioners stands in the place of a title, and dispenses with the production of any title.

Fourth. That the ownership to real estate may be established in other modes than those pointed out in the civil code. And the court further erred in deciding in favor of the plaintiff:

First. Because the defendant proved a vested outstanding title in Edward H. Durell.

Second. Because the plaintiff, Mrs. Myra C. Gaines, produced in evidence no title whatever.

Minutes, April term, 1857.

New Orleans, Monday, 8th June, 1857. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

MYRA C. GAINES vs. CITY OF NEW ORLEANS. } No. 2,738.

The rule herein taken having been submitted to the court, and the court having considered the same, doth now order that the application for new trial herein be dismissed with costs.

Final Judgment.

Circuit Court of the United States, fifth circuit and eastern district of Louisiana, April term, 1857.

New Orleans, Friday, 15th May, A. D. 1857. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

MYRA CLARK GAINES vs. CITY OF NEW ORLEANS. }

This cause having been argued and submitted on a former day, and the court having considered the same, doth now order, adjudge and decree, that the plaintiff, Myra Clark Gaines, do have and recover judgment against the City of New Orleans for the sum of

two thousand three hundred and sixty-three dollars, ($2,363,) with interest thereon at the rate of six per cent. per annum from the 17th day of February, 1851, until paid, and costs of suit.

Judgment rendered 15th May, 1857.

Judgment signed 8th June, 1857.

(Signed) THEO. H. McCALEB,
U. S. Judge.

Petition for Writ of Error, filed June 11th, 1857.

To the honorable the Circuit Court of the United States for the fifth circuit, eastern district of Louisiana.

MRS. MYRA C. GAINES
vs.
CITY OF NEW ORLEANS. } No. 2,738.

The petition of the defendant herein, the City of New Orleans, respectfully represents that there is error in the judgment rendered in this case against petitioner, and which judgment *judgment* was signed on the 8th instant, to the prejudice of petitioner. Upon filing a bond with security, in the sum of five thousand dollars, conditioned as the law directs, your petitioners pray that a writ of error be granted, returnable at the next term of the Supreme Court of the United States; that execution be stayed or suspended during the pendency of the writ of error, and that the plaintiff, Mrs. Myra C. Gaines, be cited; and, as in duty bound, &c.

(Signed) J. J. MICHEL, *City Att'y.*
J. LIVINGSTON, *of Counsel.*

Minutes, April term, 1857.

New Orleans, Thursday, 11th June, 1857. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

MYRA CLARK GAINES
vs.
CITY OF NEW ORLEANS. } No. 2,738.

On motion of J. Livingston, esq., of counsel for defendants, it is ordered that a writ of error be allowed said defendants from the judgment herein rendered against them, and signed on the 8th day of June instant, returnable to the next term of the Supreme Court of the United States, and that the same operate as a supersedeas upon their giving bond in the penal sum of four thousand dollars, with good and solvent security thereon, conditioned according to law.

Bond for Writ of Error, filed 16th June, 1857.

Know all men by these presents, that we, the City of New Orleans, as principal, and Charles M. Waterman, as surety, are held and firmly bound unto Mrs. Myra Clark Gaines in the full and just

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sum of five thousand dollars, to be paid to the said Mrs. Myra Clark Gaines, or her certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents. Sealed with our seals and dated this fifteenth day of June, in the year of our Lord one thousand eight hundred and forty-seven.

Whereas, lately, at a circuit court of the United States fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein Mrs. Myra Clark Gaines was plaintiff, and the City of New Orleans was defendant, judgment was rendered against the said City of New Orleans, defendant; and the said City of New Orleans having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Mrs. Myra Clark Gaines, citing and admonishing her to be and appear at a Supreme Court of the United States, to be holden at Washington the first Monday of December next:

Now the condition of the above obligation is such, that if the said City of New Orleans shall prosecute this writ to effect, and answer all damages and costs if it fails to make plea good, then the above obligation to be void, else to remain in full force and virtue.

CHAS. M. WATERMAN, [SEAL.]
Mayor.

CHAS. M. WATERMAN, [SEAL.]

Signed, sealed and delivered in the presence—

Consent to extend return day of Writ of Error, filed 11th Nov'r, 1857.

CIRCUIT COURT U. S.

Mrs. MYRA C. GAINES
vs.
THE CITY OF NEW ORLEANS.

The parties to this suit, by their counsel, consent that the return day of writ of error granted be extended to the first Monday of January, 1858.

(Signed) J. LIVINGSTON,
Att'y for Def't.

" F. PERIN, *for the Pl'ff.*

Nov'r 11th, 1857.

Circuit Court of the United States, fifth circuit, and eastern district of Louisiana.

CLERK'S OFFICE.

I certify that the foregoing one hundred and thirty-six pages contain and form a full, true, and complete transcript of the record

and proceedings had in the case of Myra Clark Gaines vs. The City of New Orleans, No. 2,738 of the docket of the said court, with the exception of the transcript from the State court of the case of E. H. Durell vs. The City of New Orleans, annexed to the answer of the defendant herein; such portions only of the said transcript being embodied in this record as were selected and agreed upon by the counsel.

[SEAL.] Witness my hand and the seal of the said court, at New Orleans, this 15th December, A. D. 1857.

J. W. GURLEY, *Clerk.*

Writ of Error.

UNITED STATES OF AMERICA, *ss.*

The President of the United States to the honorable the judges of the Circuit Court of the United States in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or one of you, between Myra Clark Gaines and The City of New Orleans, La., a manifest error hath happened, to the great damage of the said City of New Orleans, as by its complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the Honorable Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this sixteenth of June, in the year of our Lord one thousand eight hundred and fifty-seven.

J. W. GURLEY,
Clerk of the United States Circuit Court for the Eastern district of Louisiana.

Filed 16th June, 1857. J. W. GURLEY, *Clerk.*

Citation in Error.

THE UNITED STATES OF AMERICA.

The President of the United States to Myra Clark Gaines, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Wash-

ington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein the City of New Orleans, La., is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this sixteenth day of June, in the year of our Lord one thousand eight hundred and fifty-seven.

THEO. H. McCALEB, *U. S. Judge.*

Marshal's Return.

Received June the 17th, 1857; and on the 17th day of June, 1857, I served the within citation in error on Franklin Perin, esq., attorney of record for the plaintiff, by delivering a copy thereof personally to him in the city of New Orleans, who accepted service thereof.

Returned June 18th, 1857.

JAMES GILLAN, *D'y U. S. M.*

Filed 2d January, 1858.